



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

December 15, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND NC4 PUBLIC SECTOR LLC FOR THE OPERATIONAL AREA RESPONSE AND RECOVERY SYSTEM (OARRS) (ALL DISTRICTS) (3 VOTES)

**CIO RECOMMENDATION: APPROVE (☒) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

We are recommending Board approval to: 1) Chief Executive Officer (CEO) to sign the County of Los Angeles Operational Area Response and Recovery System (OARRS) Agreement with NC4 Public Sector LLC (NC4); 2) Delegate authority to the CEO to execute future change notices to modify the Agreement; and 3) Delegate authority to the CEO to execute future amendments to add or change certain terms and conditions in the Agreement as required by the Board of Supervisors.

JOINT RECOMMENDATION WITH CHIEF INFORMATION OFFICE THAT YOUR BOARD:

1. Approve and instruct the CEO to sign an Agreement substantially similar to the attached Agreement with NC4 for the provision of OARRS to be operated at the County of Los Angeles Emergency Operation Center (EOC) by the Office of Emergency Management (OEM). The Agreement term is for three years, with an option to extend up to three more years. The Agreement is effective upon Board approval and has a maximum obligation of \$1,089,494.00.

"To Enrich Lives Through Effective And Caring Service"

**Please Conserve Paper – This Document and Copies are Two-Sided
Intra-County Correspondence Sent Electronically Only**

2. Delegate authority to the CEO to execute future change notices to modify the Agreement that does not a) materially affect the scope of the work; b) modify the term of the Agreement; c) modify the maximum contract sum.
3. Delegate authority to the CEO to execute future amendments to add or change certain terms and conditions in the Agreement as required by the Board of Supervisors.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to request your Board's approval for a Countywide OARRS that will enable an automated collection and processing system of emergency related information to facilitate analysis and decision making in the County's EOC. This Agreement will provide the following:

- System web-based software tools and annual software maintenance. A County perpetual, fully paid, non-exclusive license to the OARRS to support its enterprise.
- Annual software maintenance that includes technical support, software updates, and new releases.
- Minor customization of the system methodology contained in the software to meet County requirements to support the development and facilitation of emergency response activities, multi-jurisdictional response coordination, and information flow.
- Installation and configuration of system software and other services to meet County's requirements.
- Training of County staff on system methodology, use, and general maintenance of the system software.

Currently, the County EOC has a system which is no longer capable of sustaining the needs of emergency information management. The system cannot accommodate the current requirements of emergency management in a post 9/11 environment.

The OEM serves as the lead emergency management coordinating agency for the Los Angeles County Operational Area. OEM is responsible for the administration of the OARRS and the development of policies and procedures for its use. The OARRS will

be securely hosted at the Internal Service Department's (ISD) data center and accessed remotely via web browser by County departments and emergency management partners.

OARRS will improve the County's ability to communicate faster, better, and more reliably. The system will provide:

- Remote system access in the Operational Area;
- Interface with the State of California's Response Information Management System;
- Interface with the County's Enterprise Geographic Information System;
- Facilitation of emergency response activities, multi-jurisdictional and multi-disciplinary response and recovery coordination, and information flow;
- Support for multi-disciplinary and multi-jurisdiction plans and exercises;
- System of communication and information management that links County departments, cities, schools, and special districts;
- Custom reporting; and
- Secure emergency information and data sharing.

Implementation of Strategic Plan Goals

This project meets Strategic Plan Goal 1, Operational Effectiveness, and Goal 5, Public Safety. This action is consistent with the Strategic Plan Goals as the cities and residents of the County will benefit from improved incident management processes and information sharing.

FISCAL IMPACT/FINANCING

On February 19, 2008, the Board of Supervisors accepted 2007 State Homeland Security Grant Program funds in the amount of \$760,000 to acquire a new emergency management information system. CEO Enterprise IT Funds will be used to supplement the remaining costs. This procurement will not result in an increase in net County cost.

OEM's budget for the existing emergency management system will be allocated to support the OARRS.

FACTS AND PROVISIONAL/LEGAL REQUIREMENT

The term of the Agreement will commence upon Board approval and expire in three years. After a period of three years, the project will be assessed by a coalition of County departments for its value and usefulness. At that time, the County will evaluate the viability of continuing the project beyond the initial period, pending availability of future funding. The Agreement contains the most recent Board required provisions.

County Counsel has reviewed and approved this Agreement as to form.

Contracting Process

On August 3, 2009, the County and a consortium of partners including the Emergency Management Council Sub-Committee members, cities, and County departments prepared and distributed a Request for Proposal (RFP) for the County OARRS to acquire commercial off-the-shelf web-based software products, training, and consulting services.

The RFP was posted on the County's website and a mandatory Proposers' Conference, was attended by seven prospective proposers on September 3, 2009. Three vendor proposals were received by the RFP submission deadline.

The County's OARRS Evaluation Committee was comprised of subject matter experts from CEO, OEM, Department of Public Works, Fire, Department of Mental Health, and ISD to evaluate, score, and make recommendations on vendor selection. Proposals were scored using the County's informed averaging method. NC4 received the highest score.

IMPACT ON CURRENT SERVICES OR PROJECTS

The Board's approval of this action will provide the County with a critical tool that will be utilized by emergency managers to develop and maintain situational planning in emergencies that 1) assists decision makers and 2) coordinates support for emergency responders. These two capabilities allow the EOC to be an effective tool and an integral part of the jurisdiction's emergency resources.

CONCLUSION

Your approval of the recommended action will authorize this Agreement. This action is consistent with the Strategic Plan Goal of Service Excellence as residents of the County will benefit from the continued EOC's incident management coordination and execution of service to mitigate the effects of future incidents.

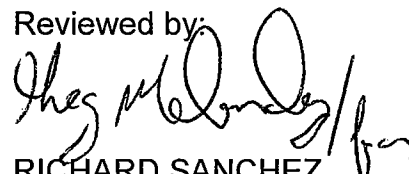
If you have any questions or require additional information, please contact Mr. John Fernandes, OEM, at (323) 980-2261.

Respectfully Submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

Reviewed by:



RICHARD SANCHEZ
Chief Information Officer

WTF:RS:BC
SC:SW:pa/lm

Attachments (2)

c: Executive Officer, Board of Supervisors
County Counsel
Fire Department
Internal Services Department
Department of Mental Health
Department of Public Works

CIO ANALYSIS

AGREEMENT WITH NC4 PUBLIC SECTOR LLC. FOR OPERATIONAL AREA RESPONSE AND RECOVERY SYSTEM

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION
☐ DISAPPROVE

Contract Type:

☒ New Contract ☐ Contract Amendment ☐ Contract Extension
☐ Sole Source Contract ☐ Hardware Acquisition ☐ Other - MSA

New/Revised Contract Term: Base Term: 3 Yrs. # of Option Yrs: 3

Contract Components:

☒ Software ☐ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: Darolyn Jensen, Administrative Deputy, CEO

Budget Information :

Y-T-D Project Expenditures	\$ 0
Requested Project Amount	\$1,089,494
Aggregate Project Amount	\$1,089,494

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated? No.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project subvented? Yes. The project cost is offset by State Homeland Security Grant Program funds.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved. Yes. All County Departments and the Operational Area Agencies

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan? The project is identified in the Department's FY 2009-10 Business Automation Plan.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

The Chief Executive Office (CEO) is seeking Board approval for an Agreement with NC4 Public Sector LLC (NC4) for the Operational Area Response and Recovery System (OARRS). The Agreement term is for three years with three option years for a maximum Agreement amount of \$1,089,494.

Background:

On February 19, 2008, the Board of Supervisors approved accepting 2007 State Homeland Security Grant Program (SHSGP) Funds in the amount of \$760,000 to purchase a new Emergency Management System. On August 3, 2009, the CEO in collaboration with the Chief Information Office, Office of Emergency Management (OEM), and consortium of Operational Area partners prepared and distributed a Request for Proposals (RFP) to acquire software, training and consulting services to implement a countywide emergency management system, known as OARRS.

OARRS will be utilized by CEO and Operation Area emergency managers to meet Homeland Security requirements for emergency management preparation, response, and recovery. It will provide a common cross-jurisdictional collaborative platform to share information and manage resources to address emergency incidents.

Project Justification/Benefits:

The existing legacy system does not meet the County's emergency management needs for incident management tracking, reporting, and notification. OARRS is commercial off-the-shelf (COTS) system utilized by numerous jurisdictions for emergency management. It will enable automated collection and processing of emergency related information to facilitate analysis and decision making within the County's OEM Emergency Operations Center.

Project Metrics:

The OARRS Agreement is a fixed price contract with defined deliverables that will be managed by CEO.

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved:

If the proposed Agreement is not approved, the County will be constrained in its ability to address its Operation Area responsibilities to facilitate and manage emergency response and recovery activities.

Alternatives Considered:

The vendor was selected via a competitive solicitation process and was deemed the most responsive and cost-effective proposer.

Project Risks:

OARRS' project has the typical risks for COTS software implementation projects include the following:

- Software functionality does not meet current or future business requirements;
- Software vendor does not have the resources to support the implementation or the ongoing use of the software;
- Lack of department executive/management support for the project;
- Lack of sufficient departmental resources for implementation and ongoing administration of the system;
- Lack of user support for the project; and
- Schedule and/or cost overruns.

Risk Mitigation Measures:

CEO have mitigated the project risks by developing developed comprehensive functional and technical requirements, which were incorporated into the RFP and the vendor contract, and have developed a well defined Statement of Work. In addition, the CEO is providing clear executive sponsorship, dedicated project management and project team.

Financial Analysis:

The total Agreement cost for the OARRS is \$1,089,494.00. The project funding is by \$760,000 in State Homeland Security Grant Program funds. CEO Enterprise IT Funds will be used to supplement remaining costs. The following table details the Agreement costs.

Description	Price
System Software	\$ 198,995
Implementation Services	429,100
Maintenance & Support Services	261,399
Optional Pool Dollars	200,000
Total Price	\$ 1,089,494

CIO Concerns:

None.

CIO Recommendations:

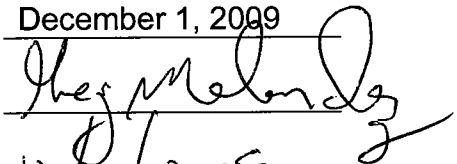
The CIO supports this action and recommends approval by the Board.

CIO APPROVAL

Date Received: December 1, 2009

Prepared by: Sir Clark

Date: December 1, 2009

Approved: 

Date: 12/2/2009

**COUNTY OF LOS ANGELES
OPERATIONAL AREA RESPONSE AND RECOVERY SYSTEM (OARRS)
SOFTWARE AND SERVICES AGREEMENT**

OPERATIONAL AREA RESPONSE AND RECOVERY SYSTEM (OARRS)

SOFTWARE AND SERVICES AGREEMENT

THIS OPERATIONAL AREA RESPONSE AND RECOVERY SYSTEM (OARRS) SOFTWARE AND SERVICES AGREEMENT is entered into as of the Effective Date by and between the County of Los Angeles ("County") and NC4 Public Sector LLC, a Delaware Limited Liability Company ("Contractor").

WHEREAS, County desires to employ a contractor to design, implement, integrate and deliver an Operational Response and Recovery System ("OARRS" or "System"), including any related Software (as such term is defined herein below) for the benefit of County.

WHEREAS, County has determined that County personnel are not available to provide the special services required for the design, development and implementation of the System (such special services, the "Services");

WHEREAS, California Government Code Section 31000 permits the County's Board of Supervisors (the "Board") to contract for special services with persons specially trained and experienced to perform the Services;

WHEREAS, in response to County's Request for Proposals ("RFP") issued with respect to the System, Contractor has submitted its bid to County and desires, and is prepared, to provide the Software and Services to County for the System;

WHEREAS, Contractor is a developer of emergency management information systems and possesses the necessary special skills, knowledge and technical competence and sufficient staffing to develop and provide all components of the System;

WHEREAS, Contractor is willing to accept responsibility for delivering the Software and performing the Services set forth herein for the compensation and in accordance with the terms and conditions set forth herein; and

WHEREAS, County and Contractor desire to enter into an agreement for the design, and implementation of the System.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1. AGREEMENT AND INTERPRETATION.

- 1.1 Agreement. The provisions of this base document along with Exhibits A, B, B-1, B-2, C, C-1, D, E, F, H, L, N, O attached hereto, and Exhibits R and S, not attached hereto, all described in Paragraph 1.2 (Interpretation) below and incorporated herein by reference, and any schedules attached hereto and thereto, collectively form and throughout and hereinafter are referred to as the "Agreement". This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.
- 1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, subtask, Deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits according to the following priority:
- 1.2.1. Exhibit A – Additional Terms and Conditions
 - 1.2.2. Exhibit B – Statement of Work
 - 1.2.2.1 Exhibit B-1 – Functional/Technical Requirements
 - 1.2.2.2 Exhibit B-2 – Project Schedule
 - 1.2.3. Exhibit C – Price and Schedule of Payments
 - Exhibit C-1 – Operational Area Price and Schedule of Payments
 - 1.2.4. Exhibit D – Description of Software
 - 1.2.5. Exhibit E – Maintenance & Support
 - 1.2.6. Exhibit F – Source Code Escrow
 - 1.2.7. Exhibit G - Sample Subcontract [Intentionally Omitted]
 - 1.2.8. Exhibit H – Task/Deliverable Acceptance Certificate
 - 1.2.9. Exhibit I – Demonstrations [Intentionally Omitted]
 - 1.2.10. Exhibit J – Transmittal Form to Request a Solicitation Requirements Review [Intentionally Omitted]
 - 1.2.11. Exhibit K – County of Los Angeles Policy on Doing Business with Small Business [Intentionally Omitted]

- 1.2.12. Exhibit L – Jury Service Ordinance
- 1.2.13. Exhibit M – List of Contractors Debarred in Los Angeles County [Intentionally Omitted]
- 1.2.14. Exhibit N – Internal Revenue Service Notice 1015
- 1.2.15. Exhibit O – Safely Surrendered Baby Law Fact Sheet
- 1.2.16. Exhibit P – Required Forms [Intentionally Omitted]
- 1.2.17. Exhibit Q – Contractor's Employee Acknowledgement, Confidentiality Agreement & Assignment of Rights [Intentionally Omitted]
- 1.2.18. Exhibit R – Request for Proposals (Incorporated by Reference)
- 1.2.19. Exhibit S – Contractor's Proposal (Incorporated by Reference)
- 1.3 Additional Terms and Conditions. Without limiting the generality of Paragraph 1.1 (Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit A (Additional Terms and Conditions) as if such terms and conditions were enumerated in the body of this base document.
- 1.4 Construction. The words "herein", "hereof," and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and Schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.," or any derivation of such words, such examples are intended to be illustrative and not limiting.

2. DEFINITIONS.

The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Agreement.

- 2.1. "Agreement" has the meaning set forth in Paragraph 1.1 (Agreement).
- 2.2. "Board" means the Los Angeles County Board of Supervisors.
- 2.3. "Contractor Hearing Board" has the meaning set forth in the then current Chapter 2.202.020 of Los Angeles County Code.

- 2.4. "Contractor Project Director" has the meaning set forth in Paragraph 4.1 (Contractor Project Director).
- 2.5. "Contractor Project Manager" has the meaning set forth in Paragraph 4.2 (Contractor Project Manager).
- 2.6. "County" has the meaning set forth in the Recitals.
- 2.7. "County Project Director" has the meaning set forth in Paragraph 3.1 (County Project Director).
- 2.8. "County Project Manager" has the meaning set forth in Paragraph 3.2 (County Project Manager).
- 2.9. "Days" shall mean business days
- 2.10. "Deliverable" means a service, product, or goods to be provided by Contractor to County under this Agreement and identified as a numbered Deliverable in the SOW.
- 2.11. "Documentation" means any and all written materials, including user manuals, quick-reference guides, FAQs, training materials, testing protocols, methodologies, Specifications, and system designs and system design reviews that support the use and execution of System, including the System Software.
- 2.12. "Effective Date" means the date the Agreement is approved by the Board and executed by all parties.
- 2.13. "ESA Service" means Contractor's External Situational Awareness Service. Contractor may modify the scope or elements, suspend, end, or limit participation in any or more ESA Service categories from time to time, with or without notice
- 2.14. "Final Acceptance" has the meaning set forth in Paragraph 5.2.2 (Final Acceptance).
- 2.15. "Final Acceptance Date" has the meaning set forth in Paragraph 5.2.2 (Final Acceptance).
- 2.16. "Go-Live" has the meaning set forth in Paragraph 5.2.1 (Go-Live).
- 2.17. "Go-Live Date" has the meaning set forth in Paragraph 5.2.1 (Go-Live).
- 2.18. "Holdback Amount" has the meaning set forth in Paragraph 10.7 (Holdbacks).
- 2.19. "Maximum Contract Sum" has the meaning set forth in Paragraph 8 (Prices and Fees).

- 2.20. "Specifications" means the specifications for the System as set forth in this Agreement, the SOW, the Documentation, and any approved Change Order.
- 2.21. "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement.
- 2.22. "Operational Area Response and Recovery System" or "System" has the meaning set forth in the Recitals.
- 2.23. "System Software" or "Software" means the Contractor-furnished computer applications and programs, including any Third Party Software provided by Contractor, delivered in furtherance of Contractor's obligations pursuant to this Agreement, including updates thereto which may be provided from time to time. Such applications and programs shall include, but shall not necessarily be limited to: NC4 R9 Enterprise, NC4 R9 ARE, NC4 R9 Custom Form Builder, NC4 R9 Custom Dashboard Builder, NC4 R9 Atlas Mapping module, IBM HTTPS Web Server 6.1 (powered by Apache), and JBOSS Application Server 4.0.1 SP1. The System Software does not include any operating system software or database software.
- 2.24. "Tasks" means one or more areas of work to be performed under this Agreement and identified as a numbered Task in the SOW.
- 2.25. "Tax" and "Taxes" means governmental fees (including , license, filing, and registration fees) and all taxes (including, franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.
- 2.26. "Term" has the meaning set forth in Paragraph 7 (Term).
- 2.27. "Third Party Software" has the meaning set forth in Paragraph 18 (Third Party Software).
- 2.28. "Warranty Period" has the meaning set forth in Paragraph 12.1.
- 2.29. "Work" means any and all Tasks, subtasks, Deliverables, goods, and other services performed by or on behalf of Contractor in order to develop and deliver to County the System, including the work required pursuant to this Agreement, the SOW, and all the Exhibits, Change Orders, and amendments hereto.

3. ADMINISTRATION OF AGREEMENT – COUNTY.

3.1 County Project Director.

3.1.1. County Project Director for this Agreement shall be the following person:

Darolyn Jensen
County of Los Angeles
Chief Executive Office
500 W. Temple Street, Room 781
Los Angeles, CA 90012

Telephone: (213) 974-1124
Fax: (213) 687-4699
E-mail: djensen@ceo.lacounty.gov

3.1.2. County will notify Contractor in writing of any changes in County Project Director.

3.1.3. Except as set forth in Paragraph 6 (Change Notices and Amendments) of this Agreement, County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

3.1.4. County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of the Contractor.

3.2 County Project Manager.

3.2.1. County Project Manager for this Agreement shall be the following person:

Denny Sunabe
County of Los Angeles
Chief Executive Office
500 W. Temple Street, Room 781
Los Angeles, CA 90012

Telephone: (213) 974-1255
Fax: (213) 613-1001
E-mail: dsunabe@ceo.lacounty.gov

County shall notify Contractor in writing of any change in the name or address of County Project Manager.

3.2.2. County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement.

- 3.2.3. County Project Manager shall interface with Contractor Project Manager on a regular basis.
 - 3.2.4. County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.
 - 3.2.5. County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.
 - 3.2.6. County reserves the right to consolidate the duties of County Project Director, which duties are enumerated in Paragraph 3.1 (County Project Director), and the duties of County Project Manager, which duties are enumerated in this Paragraph 3.2 (County Project Manager), into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Agreement. County will notify Contractor no later than five (5) days prior to exercising its rights pursuant to this Paragraph 3.2.6.
- 3.3 County Personnel. All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

4. ADMINISTRATION OF AGREEMENT – CONTRACTOR.

4.1 Contractor Project Director.

- 4.1.1. Contractor Project Director shall be the following person:

Jason Bates
NC4 Headquarters
100 N. Sepulveda Blvd., Suite 200
El Segundo, CA 90245

Email: Jason.Bates@nc4.us
Telephone: (949) 365-5793
Fax: (949) 365-5791

- 4.1.2. Contractor Project Director shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this Agreement.

- 4.1.3. From the Effective Date through the end of the Warranty Period, Contractor Project Director shall be available to meet and confer with County Project Director (or such person as the County Project Director shall designate) upon twenty-four (24) hours notice, in person or by phone, to review project progress, discuss project coordination, and arrange for the correction of Deficiencies; thereafter, Contractor Project Director shall be available to meet and confer with County Project Director on such schedule as may be requested by County Project Director as County Project Director shall determine in his or her discretion.

4.2 Contractor Project Manager.

- 4.2.1. The Contractor Project Manager shall be the following person who shall be a full-time employee of Contractor:

John Bowles
NC4 Headquarters
100 N. Sepulveda Blvd., Suite 200
El Segundo, CA 90245

Email: John.Bowles@nc4.us
Telephone: (530) 672-2468
Fax: (510) 740-3665

- 4.2.2. Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Paragraph 4.4 (Reports by Contractor).
- 4.2.3. From the Effective Date through the end of the Warranty Period, Contractor Project Manager shall be available to meet and confer with County Project Manager (or such other person as County Project Manager shall designate) upon twenty-four (24) hours notice, in person or by phone; thereafter, Contractor Project Manager shall be available to meet and confer with County Project Manager on such schedule as may be requested by County Project Manager as County Project Manager shall determine in his or her discretion.

4.3 Approval of Contractor's Staff.

- 4.3.1. In fulfillment of its responsibilities under this Agreement, Contractor shall utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, tasks, and subtasks required by this Agreement. Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.

4.3.2. County has the absolute right to approve or disapprove each member or proposed member of Contractor's key staff, including Contractor's Project Manager, prior to and during his/her performance of any work hereunder and prior to any proposed changes in Contractor's key staff, or any lead member of Contractor's Project Team. County's Project Director may require the replacement of any member of Contractor's Staff performing, or offering to perform, work hereunder, including, but not limited to, Contractor's key staff. Such County requested changes shall occur within fifteen (15) days of County's request. Contractor shall provide County's Project Director with resumes of all proposed key staff substitutions and shall make such staff available for interview by County upon request of County's Project Director. Contractor shall provide fifteen (15) days advance notice of any Contractor-initiated key staff changes.

4.3.3. Contractor also represents and warrants that it shall, to the maximum extent possible, take all necessary steps to ensure continuity over time of the membership of the group constituting Contractor's Staff, including but not limited to Contractor's Project Manager. Contractor shall promptly fill any staff vacancy with personnel having qualifications at least equivalent to those of the staff member(s) being replaced.

In the event Contractor should ever need to remove any key staff from performing work under this Agreement, Contractor shall provide County with adequate notice and work on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity.

4.3.4. The following persons have been identified by Contractor as the lead members of its Project Team and are hereby approved as of the Effective Date by County in the following roles:

<u>Name</u>	<u>Position</u>
David Trang	Technical Lead
Rick Comerford	Emergency SME
Chi-Pu Chao	NC4 R9 ARE Technical Lead
Ann Bullen	Professional Trainer
George Johnson	Security Architect
Thanh Nguyen	Systems Architect
Rhonda Meadows	Support Specialist

4.3.5. Contractor shall be responsible for any additional costs incurred by the replacement of personnel pursuant to Paragraphs 4.3.2 and 4.3.3 above. In no event shall such an occurrence result in an increase in compensation to be paid by County under this Agreement.

4.4 Reports by Contractor. In order to control expenditures and to ensure the reporting of all tasks, subtasks, deliverables, goods, services, and other work provided by Contractor, Contractor shall provide to County's Project Director with a copy to County's Project Manager, monthly written reports which shall include but not be limited to the following information:

- (1) Period covered by the report.
- (2) Summary of project status as of reporting date.
- (3) Tasks, subtasks, deliverables, goods, services, and other work scheduled for the reporting period which were not completed.
- (4) Tasks, subtasks, deliverables, goods, services, and other work for the reporting period which were completed.
- (5) Tasks, subtasks, deliverables, goods, services and other work completed in the reporting period which were not scheduled.
- (6) Tasks, subtasks, deliverables, goods, services, and other work to be completed in the next reporting period.
- (7) Issues to be resolved.
- (8) A list of outstanding issues and draft documents and a current status of those documents.

5. **WORK; APPROVAL AND ACCEPTANCE.**

5.1 General. Upon completion of particular Tasks, including all applicable subtasks, Deliverables, goods, services, and other Work to be provided by Contractor pursuant to this Agreement, including the Statement of Work and any executed Change Notice, Contractor shall submit a Task/Deliverable Acceptance Certificate in the form attached as Exhibit H (Task/Deliverable Acceptance Certificate) to County Project Director, together with any supporting documentation reasonably requested by County, for County Project Director's written approval. Contractor acknowledges that notwithstanding anything herein to the contrary it must complete all Work required to complete and deliver to County the System. All Work shall be completed in a timely manner and in accordance with the requirements and Specifications set forth in the SOW, and must have the written approval of County Project Director, as evidenced by County Project Director's countersignature to the applicable Task/Deliverable Acceptance Certificate. In no event shall County be liable or responsible for payment respecting a particular Task prior to execution of the Task/Deliverable Acceptance Certificate for such Task.

5.2 Specific Approval and Acceptance.

5.2.1. Go-Live. Contractor shall achieve Go-Live on or before the date that is twenty-six (26) weeks from the date County issues its notice to proceed under this Agreement. Contractor shall achieve "Go-Live" upon successful completion of all the following: (a) its completion and delivery of all Tasks and Deliverables associated with the Go-Live requirements (including installing, implementing, and testing all components) set forth in the Statement of Work; (b) successful implementation of all functions and features of all phases has been verified by Contractor; (c) County Project Director has provided Contractor with written approval, as evidenced by County Project Director's countersignature on all applicable Task/Deliverable Acceptance Certificates (including the Task/Deliverable Acceptance Certificate applicable to Go-Live), of all such Work (the date of satisfaction of the foregoing, including written approval thereof shall be referred to as the "Go-Live Date").

5.2.2. Final Acceptance. Contractor shall achieve Final Acceptance on or before the date that is thirty-four (34) weeks from the date County issues its notice to proceed under this Agreement, provided that such date may be extended in accordance with Paragraph 6 (Change Notices and Amendments). Contractor shall achieve "Final Acceptance" upon successful completion of all the following: (a) its completion and delivery of all Tasks, subtasks, Deliverables, goods, services and testing protocols associated with the Final Acceptance requirements set forth in Exhibit B (Statement of Work); (b) successful implementation of all functions and features of all phases and successful achievement of all testing protocols has been verified by Contractor; (c) County Project Director has provided Contractor with written approval, as evidenced by County Project Director's countersignature on all applicable Task/Deliverable Acceptance Certificates, of all such Work; (d) all such Work has been provided, installed, and operates in County's production environment with no Deficiencies as defined in Paragraph 11 (Deficiencies) for no less than thirty (30) days following the completion of Task and Deliverable 9.2 of Exhibit B (Statement of Work); and (e) County Project Director has provided Contractor with written approval, as evidenced by County Project Director's countersignature on the applicable Task/Deliverable Acceptance Certificate, of Contractor's achievement of Final Acceptance (the date of satisfaction of the foregoing, including written approval thereof shall be referred to as the "Final Acceptance Date").

6. **CHANGE NOTICES AND AMENDMENTS.**

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Paragraph 6 (Change Notices and Amendments).

- 6.1 General. County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:
- 6.1.1. For any change which does not materially affect the Statement of Work, period of performance, payments, or any other term or condition included under this Agreement, a Change Notice shall be executed by both County Project Director and Contractor Project Director.
 - 6.1.2. For any change that materially affects any term or condition in this Agreement, a negotiated Amendment to this Agreement shall be executed by the Board and Contractor.
 - 6.1.3. Notwithstanding any other provision of this Paragraph 6 (Change Notices and Amendments) or Paragraph 6 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions), County Project Director shall take all appropriate action to carry out any orders of the Board relating to this Agreement, and, for this purpose, County Project Director is authorized to: (i) issue written notice(s) of partial or total termination or suspension of this Agreement pursuant to Paragraph 6 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions) without further action by the Board and/or (ii) prepare and sign Change Notices to this Agreement which reduce the Statement of Work and the Maximum Contract Sum without further action by the Board.
 - (i) Such notices of partial or total termination shall be authorized under the following conditions:
 - (A) Notices shall be in compliance with all applicable federal, state, and County laws, rules, regulations, ordinances, guidelines, and directives.
 - (B) County Project Director shall obtain approval of County Counsel for any notice.
 - (C) County Project Director shall file a copy of all notices with the Executive Office of the Board within fifteen (15) days after execution of each notice.
 - (ii) Such Change Notices which reduce the Statement of Work and the Contract Sum shall be authorized under the following conditions:
 - (A) Such Change Notices shall be in compliance with all applicable federal, state, and County laws, rules, regulations, ordinances, guidelines, and directives.

- (B) The Board has appropriated sufficient funds for purposes of such Change Notices.
 - (C) County Project Director shall obtain approval of County Counsel and the County CEO's Office for any Change Notice.
 - (iii) County Project Director shall file a copy of all Change Notices with the Executive Office of the Board within fifteen (15) days after execution of each Change Notice.
- 6.1.4. Notwithstanding any other provision of this Paragraph 6 (Change Notices and Amendments), to the extent that extensions of time for Contractor performance do not impact either the Statement of Work or cost of this Agreement, County Project Director, in its discretion, may grant Contractor extensions of time in writing for the Work listed in the SOW or otherwise in this Agreement provided such extensions shall not cause Contractor to fail to achieve Go-Live and Final Acceptance by the dates required therefore, or extend the Term of this Agreement.

6.2 Form of Change Notice. Any "Change Notice" proposed or executed by the parties shall include, unless waived by County Project Director:

- 6.2.1. A quotation of a "not to exceed" price for completion and delivery of the requested Work, including a proposed Task and Deliverable completion schedule and a monthly budget of anticipated expenditures;
- 6.2.2. An accounting of the cost avoidance to be realized by County from the nonperformance of any Work that is to be supplanted by the Work to be performed under the Change Notice;
- 6.2.3. Contractor staff level recommended for completion of the applicable Work;
- 6.2.4. Estimated personnel hours for completion of the requested Work;
- 6.2.5. Final delivery date for completed Work, including any post-delivery acceptance period as may be applicable;
- 6.2.6. If applicable, a revised Task and Deliverable completion schedule under the SOW for the remaining Work (*i.e.*, other than the Work requested under the Change Notice); and
- 6.2.7. A description of and Contractor's cost of any applicable hardware, Third Party Software, or other materials required to complete the requested Work.
- 6.2.8. A description of the impact, if any, on Exhibit E (Maintenance & Support).

- 6.3 Duration of Contractor's Change Notice Price Quotation. Contractor's quotations under the proposed Change Notice, including the "not to exceed price" under Paragraph 6.2.1, shall be valid for ninety (90) days from the date of its submission.
- 6.4 Change Notice Dispute Resolution. In the event the parties fail to agree on the amount to be paid by County for the Work requested pursuant to a Change Notice, County may, upon notice to Contractor, elect to direct Contractor to commence performing such Work (and Contractor agrees to commence performing such Work) and resolve the dispute over amounts owed to Contractor in accordance with the Dispute Resolution Procedure. To give effect to the preceding sentence, however, County agrees to pay and will pay the undisputed portion of such fees in accordance with the procedures set forth in Paragraph 5.1 (General) and Paragraph 10 (Invoices and Payments).
- 6.5 Change Notice Audit. County is entitled to audit, in accordance with Paragraph 40 (Records and Audits) of Exhibit A (Additional Terms and Conditions), Contractor's compliance with Paragraph 6.2 (Form of Change Notice) in respect of Work performed pursuant to a Change Notice.

7. TERM.

The term of this Agreement shall commence upon Board Approval (the "Effective Date") and shall continue in full force and effect for an initial term of three (3) years, unless: the Agreement is sooner terminated pursuant to Paragraph 9 - County's Obligation For Future Fiscal Years, or any of the Terminations stated in the Exhibit A – Additional Terms and Conditions of this Agreement, or this Agreement is extended at the County's sole option for any or all of the additional three (3) one-year extension terms (hereinafter "Extended Term").

8. PRICES AND FEES.

- 8.1 General. Attached to this Agreement as Exhibit C (Price and Schedule of Payments) is a schedule of all fees applicable to this Agreement.
- 8.2 Maximum Contract Sum. The "Maximum Contract Sum" under this Agreement shall be the total monetary amount payable by County to Contractor for supplying the System and all Work, including the System Software, under this Agreement for the Term. All Work completed by Contractor must be approved in writing by County. If County does not approve Work in writing, no payment shall be due to Contractor for that Work.

The Maximum Contract Sum for this Agreement, including all applicable taxes, authorized by County hereunder, shall not exceed Six Hundred Ninety Nine Thousand Seven Hundred Thirty Three Dollar (\$699,733), and shall be allocated as set forth in Exhibit C (Price and Schedule of Payments), which allocation shall include an itemization of the amount to be paid for: (a) license fee for the System

Software, (b) Customizations (c) System Software implementation, (d) Maintenance Fees, (e) Pool Dollars, and (f) applicable Hourly Labor Rates. Contractor shall perform and complete all Work required of Contractor by this Agreement in exchange for the amounts to be paid to Contractor as set forth in this Agreement but in any event, not in excess of the Maximum Contract Sum. Contractor acknowledges and agrees that the Maximum Contract Sum is an all-inclusive, not-to-exceed price, that is an agreed upon assessment of the amount to be paid by County to Contractor in exchange for Contractor delivering to County, and County accepting, within the required delivery schedule a System. Contractor further acknowledges that the Specifications set forth in the Statement of Work are functional Specifications and that it is Contractor's responsibility to design, achieve and timely deliver a System.

8.3 Delivery of System Software; Taxes.

The fees set forth in Exhibit C (Price and Schedule of Payments) shall include applicable California and other state and local sales/use taxes on all tasks, subtasks, goods, services and other Work procured by County pursuant to or otherwise due as a result of this Agreement. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority. Contractor shall be solely liable and responsible for any and all California and other state and local sales/use taxes billed by Contractor to County and paid by County to Contractor in accordance with this Agreement. In the event Contractor fails to pay such California or any other state or local sales/use tax and such taxes have been paid by County to Contractor, Contractor shall reimburse County for any and all tax amounts paid by County as a result of such failure and any attorneys' fees, including costs, associated therewith. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title.

9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS.

Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Paragraph 6 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions). County shall endeavor to notify Contractor in writing of any such nonappropriation of funds at the earliest possible date.

10. INVOICES AND PAYMENTS.

- 10.1 Approval of Invoices. All invoices submitted by Contractor for payment must have the written approval of County Project Director, as evidenced by County Project Director's countersignature to the applicable Task/Deliverable Acceptance Certificate, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.
- 10.2 Submission of Invoices. With the exception of Maintenance and Support Services, Contractor shall invoice County upon completion of Tasks, subtasks, Deliverables, and services and other Work which are specified in this Agreement, in accordance with Exhibit C, Price and Schedule of Payments. Additional Services will be invoiced as mutually agreed upon, such agreement to be reached by the parties and reduced to writing prior to Contractor's commencement of such services. Contractor agrees not to submit any invoice for payment until County has approved in writing the Work for which payment is claimed. With regards to Maintenance and Support, Contractor shall invoice County the amount of the Maintenance and Support Fees annually in advance. County will endeavor reasonably to process each invoice received from Contractor within thirty (30) days. All invoices and supporting documents under this Agreement shall be submitted in duplicate to the following address:

County of Los Angeles
Chief Executive Office
Attention: Denny Sunabe
500 W. Temple Street, Suite 781
Los Angeles, CA 90012

- 10.3 Detail. Each invoice submitted by Contractor shall include:
- 10.3.1. The Tasks, subtasks, Deliverables, goods, services, or other Work as described in Exhibit B (Statement of Work), Exhibit C (Price and Schedule of Payments), and any Change Order, as applicable, for which payment is claimed.
 - 10.3.2. A copy of all applicable Task/Deliverable Acceptance Certificates.
 - 10.3.3. Indication of the applicable Holdback Amount and the cumulative Holdback Amount accrued under the Agreement.
 - 10.3.4. Indication of any applicable withholds or credits due to County under the terms of this Agreement or reversals thereof, including credits assessed in accordance with Paragraph 10.8 (Credits to County).
- 10.4 No Partial or Progress Payments. Contractor shall be entitled to payment in respect of a Task or Deliverable, or other Work, only upon successful completion

by Contractor and approval by County of such Task or Deliverable, or other Work and as set forth in Exhibit C (Price and Schedule of Payments). No partial or progress payments towards anticipated or substantial completion of Tasks or Deliverables, or other Work, will be made under this Agreement.

- 10.5 Invoice Discrepancy Report. County Project Director or County Project Director's designee shall review all invoices for any discrepancies and provide an "Invoice Discrepancy Report" (or "IDR"), orally or in writing, to Contractor within 30 days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and issue a corrected invoice or send a written explanation detailing the basis for the charges within 10 days of receipt of the IDR from County Project Director or County Project Director's designee. If County Project Director or County Project Director's designee does not receive a written response within 10 days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges.
- 10.6 County's Right to Withhold. In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.
- 10.7 Holdbacks. County will hold back ten percent (10%) of the amount of each invoice approved by County pursuant to Paragraph 10 (Invoices and Payments)(the "Holdback Amount"). The cumulative amount of such holdbacks shall be due and payable to Contractor within 30 days after Final Acceptance, subject to adjustment for any amounts arising under this Agreement owed to County by Contractor, including but not limited to any amounts arising from Paragraphs 10.5 (Invoice Discrepancy Report), 10.6 (County's Right to Withhold), 10.8 (Credits to County) and any partial termination of any Task, Subtask, or Deliverable set forth in the Statement of Work as provided hereunder.
- 10.8 Credits to County
- 10.8.1 In 1995 the State of California adopted into law the Standardized Emergency Management System (SEMS). SEMS has been recognized as "best practices" in emergency management and is intended to facilitate emergency response activities, multi-jurisdictional response coordination and information flow. SEMS established the Operational Area (OA) concept which recognizes the County as the facilitation and coordination point for emergency management activities within the geographic boundaries of the County. The Los Angeles County Operational Area includes County government and all cities and other local governments within County borders. This includes special districts like public school districts, sanitation districts, water districts, etc.

The County is home to one of the most complex networks of local governments in the United States, with 88 cities, 94 school districts, and over 100 other special districts. The County is also encompasses numerous non-governmental organizations and private businesses that are an important part of a coordinated response to disasters in our region. The County's Chief Executive Office, Office of Emergency Management (OEM) leads in the development of multi-agency and multi-jurisdiction plans and exercises that strengthen partnerships and enhance the capacity of the Operational Area in preparing for, responding to and recovering from disasters.

Chapter 2.68 of the County Code designates the Chair of the Board as the Operational Area Coordinator and the OEM as the day-to-day Operational Area coordinator. One of OEM's responsibilities is to maintain a system of communication and information management that links County departments, cities, schools and special districts and results in greater situational awareness for the Operational Area during disasters. The County, serving as the Operational Area coordinator, plans to implement a countywide web-enabled communication and information System that will deliver real-time data to emergency managers. The System must be ready to respond at any time of day, on any day of the year and accessible to emergency management staff throughout the Operational Area. Any delay in the completion and delivery of the System diminishes the County's ability to respond effectively to its residents in case of the event of an emergency or incident and therefore, decreases the System's value.

With respect to the Deliverables set forth in Exhibit B (Statement of Work); Contractor's timely completion and delivery of these Deliverables will ensure County receives, and is able to implement, the System in a timely fashion, and therefore provides a highly valuable and sought-after means to provide emergency management throughout the County. If Contractor fails to complete and deliver any of the Deliverables by the dates set forth in Exhibit B-2 (Project Schedule), it is mutually agreed that such delay increases the likelihood that Contractor will not complete and deliver the System in a timely manner, and therefore directly impacts the County's ability to activate the System as needed. In light of the foregoing, if Contractor fails to complete and deliver any of the Deliverables by the dates set forth in Exhibit B-2 (Project Schedule), the parties shall meet and confer to discuss the delay and agree upon a cure period (the "Cure Period") within which Contractor will complete the missed Deliverable. As long as Contractor is working diligently in good faith to complete such missed Deliverable within the Cure Period, County will not be entitled to any credits for the missed Deliverable. If Contractor fails to work in good faith and complete the missed Deliverable within the agreed upon Cure Period, County shall be entitled to credits arising from Contractor's failure

to comply with its obligations relating to any of the Deliverables outlined in Exhibit B (Statement of Work) as set forth below. However, if Contractor completes a later dependant Deliverable on time, County shall not be entitled to Credits for prior intermediate tasks. (In other words, if Contractor makes up for lost time and delivers the final project Deliverables on time, County shall not be entitled to Credits for missed intermediate task deadlines.) .

10.8.2 Such credits will be calculated according to the following rules:

- (i) Deliverables not properly completed within thirty (30) working days of the Deliverable due date, as specified in Exhibit B-2 (Project Schedule), shall entitle County to a credit of Five Hundred Dollars (\$500.00) per day for each day thereafter.
- (ii) The foregoing credit shall double to One Thousand Dollars (\$1,000.00) for each day after the sixtieth (60th) past the original Deliverable due date, as set forth in Exhibit B-2 (Project Schedule).

10.8.3. Deliverables shall not be considered late if their delay is due to circumstances above and beyond the control of Contractor, including but not limited to, (i) the failure of County or other impacted jurisdictions to provide comments and other required input within the timeframes set forth in Exhibit B-2 (Project Schedule) and (ii) the failure of an approved subcontractor to complete work in accordance with the timeframes set forth in the statement of work attached to such subcontract, provided Contractor has filed a timely Notice of Delay pursuant to Paragraph 15 (Notice of Delay) of Exhibit A (Additional Terms and Conditions) in respect of such circumstance. County may apply the full amount of any credit hereunder to offset and reduce any payments owing hereunder by County at any time by the full amount of such credit.

11. DEFICIENCIES.

11.1 Deficiencies. As used herein, the term "Deficiency" shall mean and include, as applicable to any Work provided by or on behalf of Contractor to County: any malfunction, error, or defect in the design, development, or implementation of Work; any error or omission, or deviation from the Specifications or mutually agreed upon industry standards, or any other malfunction or error which results in the System, in whole or in part, not performing in accordance with this Agreement, including the SOW, as determined by County Project Director, in County Project Director's sole discretion.

- 11.2 Corrective Measures. County Project Director shall notify Contractor Project Director in writing, or if not practicable, orally to either Contractor Project Director or Contractor Project Manager, of any Deficiency. Upon the earlier of (a) notice (orally or in writing) from County, or (b) Contractor's discovery of such Deficiency, Contractor shall promptly commence corrective measures to remedy any Deficiency in accordance with the Severity Level Definitions set forth at Exhibit E (Maintenance and Support). Contractor shall have no obligation under this Section 11.2 if the System Software has been (i) used other than in accordance with this Agreement or the Documentation; (ii) modified by a party other than Contractor, or (iii) combined with hardware or software not identified in the Specifications as being compatible with the System Software.
- 11.3 Approval. No Deficiency shall be deemed remedied until all necessary remedial action has been completed in accordance with this Paragraph 11 and approved in writing by County Project Director in accordance with the procedures set forth in Paragraph 5.1 (General).

12. REPRESENTATIONS AND WARRANTIES.

- 12.1. As used in the Agreement, the "Warranty Period" for the System means the period commencing on the Final Acceptance Date and continuing for ninety (90) days thereafter. Contractor hereby represents, warrants and covenants to County that for the Warranty Period:
- 12.1.1. The System shall perform fully in accordance with the Specifications or any amendments thereto;
- 12.1.2. Contractor shall provide all services necessary to correct all Deficiencies arising during the Warranty Period in accordance with the procedures set forth in Paragraph 11 (Deficiencies), but Contractor shall not charge, and County shall not pay, any additional fees for such services. Notwithstanding any provision of this Agreement to the contrary, the obligations of Contractor under this Paragraph 12 (Representations and Warranties) shall continue until all Deficiencies arising during the Warranty Period have been corrected by Contractor.
- 12.1.3. Contractor warrants to County that the Services will be performed in a manner consistent with generally accepted industry practices ("Services Warranty"). County must report any Deficiencies in the Services to Contractor in writing within ninety (90) days of completion of the Services for that particular Statement of Work.
- 12.1.4. If the Services are not performed in a manner consistent with generally accepted industry practices, then Contractor's sole obligation shall be to re-perform the defective Services. For any breach of the Services Warranty set forth in this Paragraph 12, County's exclusive remedy, and Contractor's entire liability, shall be the re-performance of the Services,

and if Contractor fails to re-perform the Services as warranted, County shall be entitled to a refund of the Fees paid by County to Contractor for the deficient Services.

- 12.1.5. Contractor shall have no obligation under these warranty provisions if the System Software has been (i) used other than in accordance with this Agreement or the Specifications and Documentation; (ii) modified by a party other than Contractor, or (iii) combined with hardware or software not identified in the Specifications as being compatible with the System Software.
- 12.1.6. The remedies set forth in this Paragraph 12 are the sole and exclusive remedies for breach of the warranties given by Contractor hereunder.
- 12.1.7. Contractor and its suppliers make no warranties to any person or entity with respect to the System software or services performed hereunder (other than those set forth in this paragraph) or any derivatives thereof and disclaim all implied warranties, including without limitation any warranties of merchantability, fitness for a particular purpose, informational content, system integration or enjoyment."

13. MAINTENANCE, SUPPORT AND ADDITIONAL SERVICES.

- 13.1 Maintenance Services. Contractor shall provide support and maintenance services (collectively, "Maintenance Services") to County for the System in accordance with this Agreement and Exhibit E (Maintenance & Support).
- 13.2 Correction of Deficiencies. Maintenance Services include the correction of any and all Deficiencies that occur during the Term in accordance with Exhibit E (Maintenance & Support). Correction of such Deficiencies shall be at no additional cost to County beyond the Maintenance Fee. If any component of the System requires Maintenance Services, Contractor shall endeavor reasonably to provide such services at County's location (which may include the provision of such services remotely by Contractor).
- 13.3 Updates. Subject to the remainder of this Paragraph 13.3 (Updates), Maintenance Services include: (i) any upgrades, updates, enhancements, revisions, new version releases, improvements, bug fixes, patches, and modifications, other than Custom Programming Modifications, to the System Software, (ii) any testing or modifications as may be necessary to maintain System Software functionality, including as modified by any Updates, with the current version release of operating software and System Hardware that are utilized by County as of the Effective Date, and (iii) any updates or modifications required during the Term in order for the System Software and the Integrated System to remain in compliance with applicable federal or state and local laws and regulations (collectively, "Updates"), which Updates shall be provided by Contractor to County at no additional cost beyond the Maintenance Fee. Any

Update delivered by Contractor to County is deemed a part of the System Software and shall be included in the License granted to County pursuant to this Agreement.

13.4 Additional Services.

- 13.4.1. Subject to Paragraph 6 (Change Notices and Amendments), upon the written request of County Project Director made at any time and from time to time during the Term, Contractor shall provide to County "Additional Services," such as customizations or modifications to the System Software that are requested by County Project Director in order to create new functionality and customizations or modifications not required of Contractor in order to deliver the System or included as part of Maintenance Services (such custom programming is collectively referred to as "Custom Programming Modifications"). Additional Services may also include additional or refresher training beyond what is provided in Exhibit E (Maintenance & Support). Additional Services shall utilize available Pool Dollars under this Agreement, and in no event shall County be obligated to pay in excess of the then available Pool Dollars for Additional Services, nor shall Contractor be required to perform any Additional Services for which there are no Pool Dollars available to pay Contractor for such Additional Services.
- 13.4.2. Additional Services, including Custom Programming Modifications, shall be treated by the parties as a change requiring the execution of a Change Order pursuant to Paragraph 6 (Change Notices and Amendments).
- 13.4.3. Upon County's request for Additional Services, Contractor shall provide County, within seven (7) days of receipt of such request, a proposed Change Order containing all the information requested under Paragraph 6.2 (Change Order). Approval of the Change Order and of the Work to be performed thereunder shall be in accordance with Paragraph 6 (Change Notices and Amendments).
- 13.4.4. Upon completion, delivery and acceptance by County of any Custom Programming Modifications, such Custom Programming Modifications shall become part of and be included in System Software.

14. OWNERSHIP; LICENSE.

14.1 Ownership. The System Software, Interfaces and Contractor-Owned Customizations provided to County pursuant to this Agreement, other than Third Party Software, shall remain the property of Contractor, and all such System Software, Interfaces and Contractor-Owned Customizations are subject to the License granted to County pursuant to this Paragraph 14 (Ownership; License). Upon delivery to and acceptance by County of any and all County-Owned Customizations, County shall own all right, title and interest in the County-Owned Customizations, subject to a perpetual, non-exclusive license by County to Contractor of the County-Owned Customizations for all uses by Contractor in connection with the conduct by Contractor of its business. All Training Courseware and materials by Contractor hereunder, and all modifications thereto and intellectual property rights therein, shall be the sole and exclusive property of Contractor. County shall not use, in whole or in part, any of Contractor's training courseware or content in developing its own training materials.

14.2 License. Subject to Paragraph 14.1 (Ownership), Contractor grants to County, effective as of the Effective Date and upon payment by County to Contractor as described in Exhibit C (Price and Schedule of Payments) for software license fees, a perpetual, nonexclusive license in respect of Contractor's interest in the System Software to use the object code only of the System Software for the purposes set forth below (the "License"):

- 14.2.1. To use, install, integrate with other software, operate, and execute the System Software on an unlimited number of County's computers, servers, local area networks and wide area networks by an unlimited number of users, except that the use, operation, and execution of certain Third Party Software shall be subject to limitations on the number of concurrent users as set forth in Paragraph 18 (Third Party Software);
- 14.2.2. To extend connection of the System to all of the cities or agencies within County that acquires separate licenses to Contractor's System Software. Such licenses shall be provided to such cities or agencies at the price set forth on Exhibit C (Price and Schedule of Payments);
- 14.2.3. To permit agencies or cities to access, use, and conduct transactions with County using the System Software, or otherwise as may be necessary for the conduct by County of its business;
- 14.2.4. To archive and make sufficient numbers of copies of the System Software as is necessary for County to enjoy and exercise fully its rights under this License and this Agreement;
- 14.2.5. To use, modify, copy, and display the Documentation, as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Agreement and the License;

- 14.2.6. To use, modify, copy, translate, compile, and create derivative works from the County-Owned Customizations;
- 14.2.7. To permit third party access to the System Software, the Documentation, the System Software Source Code (as limited by this Paragraph 14.2.7), or any part thereof, as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Agreement and the License, including for the provision of Maintenance Services, Additional Services or other support of the System Software; provided, however, without limiting County's rights pursuant to Paragraph 14.2.3 or Paragraph 14.2.6, County covenants and agrees that it shall not exercise any of the rights contained in this Paragraph 14.2.7 unless and until the occurrence of any act that causes or results in, or entitles County to, a release of the Source Code from escrow pursuant to Paragraph 16 (Source Code).
- 14.2.8. To permit unlimited usage of the System or any part thereof within County, its departments, cities and other local agencies as described in Section 1.4.3 (County Emergency Operations Center (CEOC)) of Exhibit R (Request for Proposals) to this Agreement.
- 14.2.9. Use of Third Party Software. County's use of Third Party Software provided by Contractor hereunder is limited to use either as embedded in the System Software or in connection with the System Software and shall not be used on a stand-alone basis or in any way other than in connection with the System Software.
- 14.3 Fully-Paid Software License. Notwithstanding anything herein to the contrary, upon (i) the Final Acceptance Date, and (ii) County's payment to Contractor of all approved invoiced amounts for said Work, this License is and shall be a fully paid, irrevocable License to the System Software, as modified by the Work performed under this Agreement, which License survives the termination or expiration of this Agreement for any reason.
- 14.4 Use Restrictions. Except as otherwise expressly provided herein, without Contractor's prior written consent, County shall not, and shall not permit others to:
 - 14.4.1. Install the System Software on any server or at any site other than those designated by County to Contractor;
 - 14.4.2. Use the System Software in a service bureau or time-sharing arrangement;
 - 14.4.3. Distribute, rent, lease, assign or transfer the System Software to any third party; or

14.4.4. Modify, customize, reverse engineer, reverse assemble or reverse compile the System Software or any part thereof.

14.5 Copies of Software and Documentation. County shall not copy the Software or Documentation except as provided herein and strictly as reasonably necessary for the County's internal use in accordance with this Agreement. Any and all copies of the System Software and Documentation shall be subject to the terms and conditions of this Agreement and applicable copyright law, and all copyright and proprietary rights notices contained on the originals shall be reproduced on or in any copies. County may make copies of the training materials as needed for its reasonable and ordinary internal training purposes only, and is responsible for making the requisite number of copies of training materials for attendees of training sessions. No copies of the System Software or training materials shall be provided to any third party or competitor of Contractor, without Contractor's prior written consent, except as otherwise provided by Paragraph 14.2.7 of this Agreement.

15. PROPRIETARY CONSIDERATIONS.

15.1 County Materials. Contractor and County agree that all materials, designs, specifications, techniques, plans, reports, deliverables, data, and any other information developed under this Agreement and all copyright, patent, trade secret and other proprietary rights therein, shall be the sole property of County (hereafter in this Paragraph 15, collectively, "County Materials"). Contractor hereby assigns and transfers to County all Contractor's right, title and interest in and to all such County Materials developed under this Agreement.

Notwithstanding such County ownership in the County Materials, Contractor may retain possession of all working papers prepared by Contractor under this Agreement. During and for a minimum of five (5) years subsequent to the term of this Agreement, County shall have the right to inspect any and all such working papers, make copies thereof and use the working papers and the information contained therein.

15.2 Transfer to County. Upon request of County, Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Contractor's right, title and interest in and to the County Materials, including, but not limited to all copyright, patent and trade secret rights. County shall have the right to register all copyrights and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's right, title and interest, including, but not limited to copyrights and patents, in and to the County Materials.

15.3 Copyright Notices. Contractor shall affix the following notice to all County Materials: "© Copyright 2009 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor shall affix such notice

on the title page of all system and user documentation; and as otherwise may be directed by County.

- 15.4 Contractor's Obligations. Contractor shall protect the security of and keep confidential all County Materials obtained or produced under this Agreement. Further, Contractor shall use whatever security measures are necessary to protect all such County Materials from loss or damage by any cause, including fire and theft.

Contractor shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security in County's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by County without County's prior written consent.

During the term of this Agreement and for five years thereafter, Contractor shall also maintain and provide security for all Contractor's working papers prepared under this Agreement.

- 15.5 Proprietary and Confidential. Any and all materials developed or originally acquired by Contractor outside the scope of this Agreement, (hereinafter "Contractor Materials") which Contractor desires to use hereunder and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL" on each appropriate page of any document containing such Contractor Materials.

- 15.6 County's Rights and Obligations. County will protect the security and keep confidential, to the extent possible, as permitted by law, Contractor Materials that are proprietary and/or confidential. County agrees not to reproduce, distribute, or disclose to any non-County entities any such Contractor Materials that are proprietary and/or confidential without the prior written consent of Contractor, except as required by law or as specifically permitted pursuant to this Agreement. Notwithstanding the foregoing, it is expressly agreed that County may reproduce, distribute, or disclose such proprietary and/or confidential Contractor Materials without Contractor's consent to other governmental or public agencies within Los Angeles County, provided that County acquires consent of such governmental or public agencies to the same obligations assumed by County to protect and keep confidential such Contractor Materials. Further, County will use whatever security measures are reasonably necessary to protect all such Contractor's Materials from loss or damage by any cause, including, but not limited to fire and theft.

15.7 No Obligation by County. Notwithstanding any other provision of this Agreement, County will not be obligated to Contractor in any way under this Agreement for disclosure of:

- (1) Any of Contractor Materials that are proprietary and/or confidential which are not plainly and prominently marked with restrictive legends as required pursuant to Paragraph 15.5 (Proprietary and Confidential);
- (2) Any County Materials covered under Paragraph 15.3 (Copyright Notices); or
- (3) Any materials which County is required to make under the California Public Records Act or otherwise by law.

15.8 Survival. The provisions of this Paragraph 15 (Proprietary Considerations) shall survive the expiration or termination of this Agreement.

16. SOURCE CODE ESCROW.

Within thirty (30) Days after Contractor has been provided a fully executed copy of the Agreement from County, Contractor will add County as a beneficiary under Contractor's software source code escrow account with National Software Escrow, Agreement No. 6262, a true and correct copy of which is attached hereto as Exhibit F (Source Code Escrow). The County will pay Contractor the first three years' escrow fees with the first payment in accordance with Exhibit C (Price and Schedule of Payments).

17. FUNCTIONAL/TECHNICAL SYSTEM REQUIREMENTS.

Exhibit B-1 (Functional/Technical Requirements) sets forth the minimum requirements for the System and is required for County to enjoy and exercise fully its rights in respect of the System. Such minimum requirements shall provide Specifications for installation of the System.

18. THIRD PARTY SOFTWARE.

18.1. Contractor hereby represents and warrants that none of the System Software other than the third party software as specified in Exhibit D (Third Party Software) is owned by third parties (the "Third Party Software"). Contractor represents and warrants that it has not modified and shall not modify, nor does Contractor have any need to modify, Third Party Software in order for the System to fully perform in accordance with all requirements of this Agreement. Contractor represents and warrants that all Third Party Software is provided to County in the same unmodified form as received by Contractor from the applicable third party. Contractor represents and warrants that Third Party Software shall, together with the remainder of the System, fully satisfy all requirements of the Agreement without the need for any modification of Third Party Software by Contractor or otherwise.

18.2. County acknowledges that it may have to execute certain third party license agreements in respect of such Third Party Software. These third party license agreements shall be at no additional cost to County. To the extent that any such third party license agreement conflicts with this Agreement or in any way restricts County's full use and enjoyment of the System as contemplated herein, Contractor shall take all necessary action and pay all sums required for County fully to enjoy all the rights and benefits in respect of the System granted under this Agreement. Contractor shall promptly and at no cost to County, either: (1) obtain a license from the appropriate third party which shall enable Contractor to modify such Third Party Software, and Contractor shall provide all necessary modifications, or (2) to the extent that Contractor is unable to obtain such a license, provide an update or alternative solution, which is functionally equivalent, in the sole determination of Contractor Project Manager and County Project Manager, in lieu of modifying such Third Party Software.

19. CONTRACTOR'S OFFICES.

Contractor's business offices are located at NC4 Headquarters, 100 N. Sepulveda Blvd. Suite 200, El Segundo, CA 90245-0919. Contractor shall notify County of any change in its business address at least ten (10) calendar days prior to the effective date thereof.

20. PRODUCTION USE OF THE SYSTEM.

Following installation by Contractor and upon payment of the Software license fees (included in first payment under Exhibit C (Price and Schedule of Payments)), County shall have the right to use, in production mode, any completed portion of the System without any additional cost to County where County determines that it is desirable or necessary for County operations. Such production use shall not restrict Contractor's performance under this Agreement and shall not be deemed to be Contractor's achievement of Go-Live or Final Acceptance.

21. NOTICES.

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (1) by hand with signed receipt, (2) by first-class registered or certified mail, postage prepaid, (3) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid, or (4) by overnight commercial carrier, with signed receipt. Notices are deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party.

To County:

Denny Sunabe
County of Los Angeles
Chief Executive Office
500 W. Temple Street, Suite 781
Los Angeles, CA 90012

Telephone: (323) 974-1255
Fax: (213) 613-1001
E-mail: dsunabe@ceo.lacounty.gov

with a copy to:

Jose Silva, Esq.
County of Los Angeles
Office of County Counsel
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Fax: (213) 617-7182
E-mail: josilva@counsel.lacounty.gov

To Contractor:

NC4 Headquarters
100 N. Sepulveda Blvd., Suite 200
El Segundo, CA 90245
Attention: Jason Bates

Email: Jason.Bates@nc4.us
Telephone: (949) 365-5793
Fax: (949) 365-5791

County Project Director shall have the authority to issue all notices or demands which are required or permitted by County under this Agreement.

22. ARM'S LENGTH NEGOTIATIONS.

This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

23. SURVIVAL.

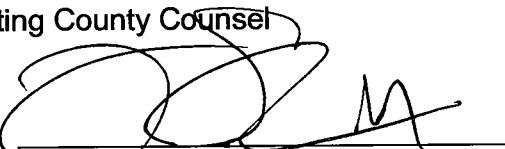
The following Paragraphs of this Agreement shall survive its expiration or termination for any reason: 1, 2, 7, 8, 9, 10, 12, 14, 17, 18, 19, and 23, and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chief Executive Officer, and Contractor has caused this Agreement to be subscribed in its behalf by its authorized officer, effective as of the Effective Date.

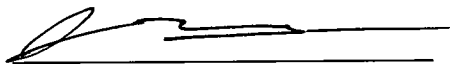
COUNTY OF LOS ANGELES

By _____
William T Fujioka
Chief Executive Officer

APPROVED AS TO FORM:
ROBERT E. KALUNIAN
Acting County Counsel

By  _____
Jose Silva
Principal Deputy County Counsel

 _____
Contractor

Signed:  _____

Printed: JAMES MONTAGNINO
Title: President

Signed: _____

Printed: _____

Title: Secretary

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions (as used in this Exhibit A (Additional Terms and Conditions), this "Exhibit") shall have the meanings given to such terms in the base document of the Agreement.

1. SUBCONTRACTING.

1.1. General. County has relied, in entering into the Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in this Paragraph 1 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Paragraph 1 (Subcontracting), shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.

1.2. Procedure for Subcontracting. If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Agreement to any subcontractor, Contractor shall adhere to the following procedures.

1.2.1. Contractor shall notify County Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract, and a description of the Work to be performed under the proposed subcontract.

1.2.2. Any other information and/or certifications reasonably requested by County.

County will review Contractor's request to subcontract and determine, in its reasonable discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to County Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph 1.2, on or immediately after the effective date of the subcontract but in no event later than the date any Work is performed under the subcontract.

1.3. Contractor Responsibilities.

1.3.1. Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, whether performed by Contractor or by any subcontractor,

including the obligation properly to supervise, coordinate, and perform, all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, including Contractor's indemnification obligations, or responsibilities, to County.

- 1.3.2. In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all subcontractor personnel providing services under such subcontract.
- 1.3.3. In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions of the Agreement and any amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.
- 1.3.4. Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

2. DISPUTE RESOLUTION PROCEDURE.

- 2.1. Contractor and County agree to act immediately to mutually resolve any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Paragraph 2 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.
- 2.2. Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, that County, in its discretion, determines should be delayed as a result of such dispute.
- 2.3. If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

- 2.4. In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 2.5. If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) business days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 2.6. If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) business days from the date of submission of the dispute, then the matter shall be immediately submitted to Darolyn Jensen of CEO and James Montagnino of NC4. These persons shall have five (5) business days to attempt to resolve the dispute.
- 2.7. In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.
- 2.8. All disputes utilizing the Dispute Resolution Procedures shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Paragraph 2 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.
- 2.9. Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Paragraph 3.4 (Injunctive Relief) of this Exhibit, or pursuant to Paragraph 4 (Termination for Insolvency), Paragraph 5 (Termination for Default), Paragraph 6 (Termination for Convenience; Suspension), or Paragraph 7 (Termination for Improper Consideration) of this Exhibit, or any other termination provision hereunder, shall not be subject to the Dispute Resolution Procedures. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3. CONFIDENTIALITY.

- 3.1. General. Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable federal, state, and local laws, regulations, ordinances, guidelines, and directives relating to confidentiality. In addition, Contractor shall not

reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in County's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by County, without County's prior written consent. Contractor shall inform all of its directors, officers, shareholders, employees, and agents providing services hereunder of the confidentiality provisions of the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to who Contractor discloses such Confidential Information.

3.2. Disclosure of Information.

- 3.2.1. In the performance of this Agreement or in contemplation thereof, the parties and their respective employees and agents may have access to private or Confidential Information and trade secrets owned or controlled by the other party and such information may contain proprietary details and disclosures. All information and data shall be plainly and prominently marked with restrictive legends identifying such information and data as proprietary or confidential by either party ("Confidential Information").
- 3.2.2. Except as otherwise required by law and the California Public Records Act, with respect to any confidential information obtained by Contractor pursuant to the Agreement, the receiving party shall: (1) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (2) promptly transmit to the disclosing party all requests for disclosure of any such records or information; (3) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than the disclosing party without the disclosing party's prior written authorization that the records are, or information is, releasable; and (4) at the expiration or termination of the Agreement, return all such records and information to the disclosing party or maintain such records and information according to the written procedures sent to receiving party by the disclosing party for this purpose.
- 3.2.3. Without limiting the generality of Paragraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify County Project Director. Thereafter, Contractor shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose

until County shall have been given a reasonable opportunity to obtain such relief.

- 3.3. Use of County Name. In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor and subcontractors from publishing their respective roles under the Agreement within the following conditions:

3.3.1. Contractor shall develop all publicity material in a professional manner.

3.3.2. During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County Project Director, which shall not be unreasonably withheld or delayed.

3.3.3. Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Paragraph 3.3 (Use of County Name) shall apply.

3.3.4. Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.

- 3.4. Injunctive Relief. The parties acknowledges that a breach by the receiving party of this Paragraph 3 (Confidentiality) may result in irreparable injury to the disclosing party that may not be adequately compensated by monetary damages, and that, in addition to the disclosing party's other rights under the Agreement and at law and in equity, the disclosing party shall have the right to injunctive relief to enforce the provisions of this Paragraph 3 (Confidentiality).

4. TERMINATION FOR INSOLVENCY.

- 4.1. County may terminate the Agreement immediately at any time following the occurrence of any of the following:

4.1.1. Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;

- 4.1.2. The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) days) regarding Contractor under the United States bankruptcy code;
- 4.1.3. The appointment of a receiver or trustee for Contractor; or
- 4.1.4. The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.
- 4.2. The rights and remedies of County provided in this Paragraph 4 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.
- 4.3. Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under section 365(n) of the United States Bankruptcy Code (11 USC Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Agreement including the right to continued use of all versions of the System Software and the related Documentation, and shall not interfere with the rights and benefits of County as provided therein. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5. TERMINATION FOR DEFAULT.

- 5.1. Event of Default. County may, upon notice to Contractor, terminate the whole or any part of the Agreement, if Contractor fails to perform or provide any Task, subtask, Deliverable, goods, service, or other Work within the times specified in the Agreement, or Contractor breaches or fails to perform or comply with any of the other provisions of the Agreement, including the applicable notice and cure periods, if any (if no cure period is specified in the Agreement, Contractor shall have ten (10) days following notice from County Project Director specifying such breach or failure to cure prior to termination under this Paragraph 5 (Termination for Default), or such longer period as County Project Director may authorize, in writing, but in no event shall the period, as extended by County Project Director, exceed thirty (30) days), provided that nothing in this Paragraph 5.1 shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor as otherwise set forth in the Agreement.
- 5.2. Deemed Termination for Convenience. If, after County has given notice of termination under the provisions of this Paragraph 5 (Termination for Default), it is determined by County or otherwise that Contractor was not in default under the provisions of this Paragraph 5 (Termination for Default), or that the default was excusable or curable under the provisions of this Paragraph 5 (Termination for Default), the rights and obligations of the parties shall be the same as if the

notice of termination had been issued pursuant to Paragraph 6 (Termination for Convenience; Suspension) of this Exhibit except that no additional notice shall be required to effect such termination.

- 5.3. Completion of Work. Without limiting any of County's rights and remedies pursuant to the Agreement, upon the occurrence of any event giving rise to County's rights to terminate the Agreement, in whole or in part, pursuant to this Paragraph 5 (Termination for Default), County may, in lieu of such termination, (a) perform, or cause the performance of, any required correction, remedy any Deficiency, replace any noncomplying Work, or take any other such action as may be reasonably required to promptly remedy such default, and (b) debit Contractor therefore at County's direct actual cost of outside labor and materials and County's burdened (including salary, employee benefits and reimbursement policies) rates for labor. Such debit shall be made against any amounts owed by County to Contractor under the Agreement. In the event County elects to proceed under this Paragraph 5.3 (Completion of Work), any Work created, modified, or repaired by or at the direction of County (including software) shall be deemed Work under the Agreement, and Contractor's obligations in respect of the System under Paragraph 12 (Representations and Warranties) of the Agreement shall extend to such Work as if such Work had been prepared and delivered to County by Contractor. County shall provide Contractor such documentation in County's possession or control as reasonably requested by Contractor as is necessary for Contractor to provide services to fulfill its obligations under the Agreement in respect of such Work.

6. TERMINATION FOR CONVENIENCE; SUSPENSION.

- 6.1. Termination for Convenience. The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for whatever reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination become effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after notice.
- 6.2. Nothing in this Paragraph 6 (Termination for Convenience; Suspension) is deemed to prejudice any right of Contractor to make a claim against County in accordance with this Agreement and applicable law and County procedures for payment for Work performed through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Paragraph 6.2 shall be the only remedy available to Contractor in the event of a termination pursuant to this Paragraph 6 (Termination for Convenience; Suspension) by County.
- 6.3. Suspension. County, at its convenience, and without further liability except as herein specified, may suspend Contractor's performance under this Agreement,

in whole or in part, by written notice personally delivered to Contractor specifying the effective date and extent of the suspension.

- 6.3.1. Contractor shall immediately discontinue all services unless otherwise indicated by County Project Director.
- 6.3.2. Upon request of County Project Director, Contractor shall surrender and deliver to County Project Director within seven (7) days from receipt of said request, all requested drawings, designs, specifications, notes, data, reports, estimates, summaries, or other information relative to the System as may have been accumulated by Contractor, whether complete or in process, for which an invoice has been approved by County pursuant to Paragraph 10.1 (Approval of Invoices) of the base document or for which an agreement for partial payment has been negotiated.
- 6.3.3. In the event the entire Agreement is suspended for longer than three (3) months, County shall pay Contractor demobilization expenses. Demobilization expenses are expenses directly attributable to temporarily suspending the work in progress, including the reasonable and actual cost of suspending any commitments for services not yet complete. County shall not be liable for demobilization expenses if only a portion of the Agreement is suspended.
- 6.3.4. In the event the entire Agreement is suspended for longer than three (3) months and Contractor is directed to remobilize within one calendar year of the effective date of the suspension, County shall pay reasonable and actual remobilization expenses directly attributable to restarting services hereunder and, at Contractor's option, Contractor and County shall renegotiate Contractor's fees for services remaining under this Agreement. If no agreement as to expenses and fees can be reached, this Agreement may be terminated for the County's convenience.
- 6.3.5. In the event the entire Agreement is suspended and the period of suspension exceeds one (1) calendar year, this Agreement may be deemed terminated for the convenience of County at the option of either party, upon written notice to the other party.
- 6.4. No Prejudice; Sole Remedy. Nothing in this Paragraph 6 (Termination for Convenience; Suspension) is deemed to prejudice any right of Contractor to make a claim against County in accordance with this Agreement and applicable law and County procedures for payment for Work performed through the effective date of suspension or termination. Contractor, however, acknowledges that the rights and remedies set forth in this Paragraph 6.4 shall be the only remedy available to Contractor in the event of a suspension or termination pursuant to this Paragraph 6 (Termination for Convenience; Suspension) by County.

7. TERMINATION FOR IMPROPER CONSIDERATION.

- 7.1. County may, upon notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 7.2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's employee fraud hotline at (213) 974-0914 or (800) 544-6861.
- 7.3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8. TERMINATION FOR GRATUITIES. County may, by notice to Contractor, terminate the right of Contractor to proceed under the Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer, employee, or agent of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

9. EFFECT OF TERMINATION.

- 9.1. Remedies. In the event that County terminates the Agreement in whole or in part as provided in Paragraph 4 (Termination for Insolvency), Paragraph 5 (Termination for Default), Paragraph 6 (Termination for Convenience; Suspension), or Paragraph 7 (Termination for Improper Consideration) of this Exhibit, then:
 - 9.1.1. Contractor shall: (i) stop performing Work under the Agreement on the date and to the extent specified in such notice; (ii) promptly transfer and deliver to County copies of all System Software and all other completed Work and Work in process, in a media reasonably requested by County; (iii) complete performance of such part of the Work as shall not have been terminated by such notice;

- 9.1.2. Unless County has terminated the Agreement pursuant to Paragraph 6 (Termination for Convenience; Suspension) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;
- 9.1.3. Contractor shall promptly return to County any and all of County's Confidential Information that relates to that portion of the Agreement or Work terminated by County;
- 9.1.4. Contractor shall promptly tender payment to County, and shall continue to tender payment, for any credits to County levied pursuant to Paragraph 10.8 (Credits to County) of the base document, to the extent applicable; and
- 9.1.5. Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.
- 9.2. Transition Services. Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, Contractor shall fully cooperate with County in the transition by County to a new System, toward the end that there be no interruption of the Department's day to day operations due to the unavailability of the System during such transition. Contractor agrees that if County terminates the Agreement pursuant to Paragraph 6 (Termination for Convenience; Suspension) of this Exhibit or Paragraph 5.2 (Deemed Termination for Convenience) of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services in accordance with a transition plan to be agreed upon, in advance, by County Project Director and Contractor Project Director. Contractor further agrees that in the event County terminates the Agreement for any other breach by Contractor, Contractor shall perform transition services at its own expense. In connection with the provision of any transition services pursuant to this Paragraph 9.2 (Transition Services), Contractor shall provide to County Project Director, on request by County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.
- 9.3. Remedies Not Exclusive. The rights and remedies of County set forth in this Paragraph 9 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

10. WARRANTY AGAINST CONTINGENT FEES.

- 10.1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 10.2. For breach of this warranty, County shall have the right to terminate the Agreement and, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

11. AUTHORIZATION WARRANTY. Contractor hereby represents and warrants that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

12. FURTHER WARRANTIES. Contractor represents, warrants and further covenants and agrees to the following:

- 12.1. Contractor represents and warrants that: (a) Contractor has the full power and authority to grant the all rights granted by the Agreement to County; (b) no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect; (c) County is entitled to use the System without interruption of system use; (d) the Agreement and the System acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors; (e) during the Term, Contractor shall not subordinate the Agreement or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of System, and any part thereof in accordance with the Agreement; and (f) neither the performance of the Agreement by Contractor, nor the use by County and its users of System in accordance with the Agreement will in any way violate any non-disclosure Agreement, nor, to the best of Contractor's knowledge, constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.
- 12.2. Contractor bears the full risk of loss due to total or partial destruction of all or any part of the System acquired from Contractor, as applicable, until the Final Acceptance Date.
- 12.3. Contractor shall, in the performance of all Work strictly comply with the descriptions and representations (including Deliverable Documentation,

performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) as set forth in the SOW.

- 12.4. All Tasks, subtasks, Deliverables, goods, services, and other Work shall be performed in a timely and professional manner by qualified personnel.
- 12.5. All Documentation developed under the Agreement shall be uniform in appearance.
- 12.6. The System shall be fully compatible with and shall fully integrate, perform, and function with the system hardware and the operating system software that conform to the specifications in Exhibit B (Statement of Work).
- 12.7. Contractor shall not cause any unplanned interruption of the operations of, or accessibility to System or any component thereof through any device, method or means including the use of any "virus," "lockup," "time bomb," or "key lock," "worm," device or program, or disabling code, (collectively referred to as a "Disabling Device"), which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the accessibility of System or any System component by County or any user or which could alter, destroy, or inhibit the use of System, any component thereof, or the data contained therein. Contractor represents, warrants and agrees that it has not purposely placed, nor is it aware of, any Disabling Device on any System component provided to County under the Agreement, nor shall Contractor knowingly permit any subsequently delivered System component to contain any Disabling Device.
- 12.8. Contractor shall support all System components licensed to County hereunder for the Term.
- 12.9. Contractor shall assign to County to the fullest extent permitted by law or by Agreement and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by any manufacturer of any Third Party Software or any other product or service provided hereunder shall fully extend to and be enjoyed by County.

13. INDEMNIFICATION AND INSURANCE.

- 13.1. Indemnification. Contractor shall indemnify, defend, and hold harmless County, its districts administered by County, and their elected and appointed officers, employees, and agents (the "County Indemnitees") from and against any and all third party claims (alleged or actual), for personal injury or property damage, including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) resulting from Contractor's, any subcontractor's, agents', employees', officers', directors', shareholders' or subcontractors' acts, errors or omissions while performing onsite services. Contractor shall not be obligated to indemnify

County for County's sole negligence and willful misconduct. In no event shall Contractor have any liability for County's use, misuse or failure to use the System or System Software. County shall provide prompt written notice to Contractor of its discovery of a potential claim in sufficient detail to enable the Contractor to evaluate the claim. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County in writing, which approval shall not be unreasonably withheld or delayed. Contractor shall not, however, without County's prior written approval, accept any settlement, or enter a plea of guilty or *nolo contendere*, to any charge or claim that results in other than a monetary judgment against County Indemnitees, which monetary judgment shall not exceed Contractor's ability to pay and which shall be paid by Contractor.

- 13.2 General Insurance Requirements: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its sub-contractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

- A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to:

Denny Sunabe
County of Los Angeles
Chief Executive Office
500 W. Temple Street, Suite 781
Los Angeles, CA 90012

Telephone: (213) 974-1255
Fax: (213) 613-1001
E-mail: dsunabe@ceo.lacounty.gov

prior to commencing services under this Agreement. Such certificates or other evidence shall:

- Specifically identify this Agreement.
- Clearly evidence all coverages required in this Agreement.
- Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special

Districts, its officials, officers and employees as insured for all activities arising from this Agreement.

- Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims or Suits: Contractor shall report to County:

- Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
- Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

- E. Insurance Coverage Requirements for Sub-contractors: Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:
- Contractor providing evidence of insurance covering the activities of sub-contractors, or
 - Contractor providing evidence submitted by sub-contractors evidencing that sub-contractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

13.3 Insurance Coverage Requirements:

- A. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$4 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

- B. Automobile Liability insurance (written on ISO policy form CA 00 01 or its Equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverable for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

- C. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. In all cases, the insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

- D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$3 million per occurrence and in the aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

14. INTELLECTUAL PROPERTY INDEMNIFICATION.

14.1. Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Paragraph 13.1 (Indemnification) of this Exhibit, from and against any and all liability (alleged or actual), including damages, losses, costs, fees and other expenses (including defense costs and legal, accounting and other expert, consulting or professional fees), for or by reason of any actual or alleged infringement of any patent, copyright, trademark, or other proprietary rights of any third party, or any actual or alleged trade secret disclosure or misappropriation, arising from or related to the System Software, software modifications, or the operation and utilization of the Work under the Agreement (collectively referred to as "Infringement Claims"). Contractor shall have no obligation to County under this Paragraph 14 (Intellectual Property Indemnification) if any infringement claim is caused by use by County of the System other than in accordance with the Agreement, the Specifications, and other applicable Documentation.

14.2. Without limiting the foregoing, in the event County Project Director becomes aware that ongoing use of the System, or any part of it, is the subject of any Infringement Claim that might preclude or impair County's use of the System or system component (*e.g.*, injunctive relief), or that County's continued use of the System or any part of it may subject it to punitive damages or statutory penalties or other costs or expenses, County shall give notice to Contractor of such facts. Upon notice of such facts, Contractor shall, at no cost to County, either: (1) procure the right, by license or otherwise, for County to continue to use the affected portion of the System; or (2) to the extent Contractor is unable to procure such right, replace or modify the affected portion of the System with product of equivalent quality and performance capabilities, in County's reasonable determination, to become non-infringing, non-misappropriating and non-disclosing. If Contractor fails to complete the remedial acts set forth above within sixty (60) days of the date of the notice from County, or if completion is not possible despite Contractor's commercially reasonable best efforts within such sixty (60) day period, and County has not approved in writing (such approval not to be unreasonably withheld) Contractor's plan of completing such remediation, then, in either instance County shall have the right without limiting any other rights or remedies that County may have under the Agreement or at law or equity, to take such remedial acts it determines to be reasonable to mitigate any impairment of its use of the System. Contractor shall indemnify and hold County harmless for all amounts paid and all-direct and indirect costs associated with such remedial acts.

15. NOTICE OF DELAY. In the event Contractor determines at any time that failure, delay or inadequacy of performance of any of County's obligations hereunder may prevent or tend to prevent Contractor from completing any of Contractor's obligations in a timely manner or may cause or tend to cause Contractor to incur additional or unanticipated costs or expenses, Contractor shall promptly following such determination (and without limiting Contractor's obligation of prompt notification, in any event within five (5) days

following such determination), notify County Project Director in writing, which notice shall specify in reasonable detail: (a) any alleged failure, delay or inadequacy of performance by County and (b) to the best knowledge of Contractor after due inquiry and analysis, the estimated impact of such alleged failure, delay or inadequacy on the performance of Contractor's obligations, including any estimated delay and any estimated amount of additional or unanticipated costs or expenses that may be incurred (a "Notice of Delay"). Such Notice of Delay, if timely filed, shall be treated as a request by Contractor for a Change Order, or an amendment to the Agreement, as applicable pursuant to Paragraph 6 (Change Notices and Amendments) of the base document. In the event Contractor fails to notify County in writing of any alleged failure, delay or inadequacy of performance of any of County's obligations in a timely manner as set forth in this Paragraph 15 (Notice of Delay), Contractor shall not be entitled to rely upon such alleged failure, delay or inadequacy of performance for any purpose whatsoever, including as a purported justification for either: (1) claiming that Contractor is entitled to receive any additional payments from County hereunder; or (2) failing to fulfill any of Contractor's obligations in a timely manner. This Paragraph 15 (Notice of Delay) shall not be interpreted or construed as expanding in any manner the financial obligations of County under the Agreement.

16. **FORCE MAJEURE.** Except with respect to defaults of any subcontractor(s), Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Paragraph 16 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

17. **CONTRACTOR RESPONSIBILITY AND DEBARMENT.**

- 17.1. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is County's policy to conduct business only with responsible contractors.
- 17.2. Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that

Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

- 17.3. County may debar Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a contract with County or a nonprofit corporation created by County; (b) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (c) committed an act or offense which indicated a lack of business integrity or business honesty; or (d) made or submitted a false claim against County or any other public entity.
- 17.4. If there is evidence that Contractor may be subject to debarment, the County will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 17.5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 17.6. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 17.7. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

- 17.8. The Contractor Hearing Board will consider a request for review of a debarment only where: (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction or debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 17.9. These terms shall also apply to subcontractors of County contractors, including Contractor.

18. **COMPLIANCE WITH APPLICABLE LAW.** Contractor's activities hereunder shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, guidelines, and directives, and all provisions required thereby to be included in the Agreement are hereby incorporated herein by reference. Contractor shall have up to fifteen (15) days to correct any noncompliance with County rules, regulations, ordinances, guidelines, and directives following notice from County including written copies of such applicable rules, regulations, ordinances, guidelines and directives.
19. **FAIR LABOR STANDARDS.** Contractor shall comply with all applicable provisions of the federal fair labor standards act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the federal fair labor standards act for Work performed by Contractor's employees.
20. **NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES.** Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable federal and state anti-discrimination laws and regulations.

- 20.1. Contractor shall certify to, and comply with, the provisions of Contractor's EEO certification.

- 20.2. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action shall include: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 20.3. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.
- 20.4. Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable federal and state laws and regulations, including:
- 20.4.1. Title VII, Civil Rights act of 1964;
 - 20.4.2. Section 504, Rehabilitation Act of 1973;
 - 20.4.3. Age Discrimination Act of 1975;
 - 20.4.4. Title IX, Education Amendments of 1973, as applicable; and
 - 20.4.5. Title 43, part 17, code of federal regulations, subparts a & b;

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement, or under any project, program, or activity supported by the Agreement.

- 20.5. Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 20 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Paragraph 20 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment

Opportunity Commission that Contractor has violated state or federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Paragraph 20.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to Paragraph 2 (Dispute Resolution Procedure).

- 20.6. The parties agree that if Contractor violates the anti-discrimination provisions of the Agreement, County shall, at its option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Agreement.

21. EMPLOYMENT ELIGIBILITY VERIFICATION.

21.1. Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the Agreement meet the citizenship or alien status requirements set forth in federal and state statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended.

21.2. Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Paragraph 13.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

- 22. HIRING OF EMPLOYEES.** Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or persuade any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (1) County has the right to terminate the Agreement pursuant to Paragraph 4 (Termination for Insolvency) of this Exhibit; (2) the Agreement is terminated by County due to Contractor's default pursuant to Paragraph 5 (Termination for Default) of this Exhibit; (3) without resolution acceptable to both parties, Contractor and County have followed the dispute resolution procedure set forth in Paragraph 2 (Dispute Resolution Procedure) of this Exhibit; or (4) Contractor

either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the System, as applicable.

23. CONFLICT OF INTEREST.

- 23.1. No County employee whose position with County enables such employee to influence the award of the Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in the Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.
- 23.2. Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include identification of all persons implicated and a complete description of all relevant circumstances.

24. RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION.

- 24.1. Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.
- 24.2. Contractor acknowledges that County, in its discretion, may enter into a contract for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

25. RESTRICTIONS ON LOBBYING. Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with County lobbyist ordinance, Los Angeles County Code chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County lobbyist ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement.

- 26. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT.** Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give reasonable consideration for any such employment openings to participants in County's Department of Public Social Services' greater avenues for independence (GAIN) or general relief opportunity for work (GROW) programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer gain participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.
- 27. NONDISCRIMINATION IN SERVICES.** Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of federal and state law. For the purpose of this Paragraph 27 (Nondiscrimination in Services), discrimination in the provision of services may include the following: denying any person any service or benefit or the availability of the facility, providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.
- 28. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE.** Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair his/her physical or mental performance.
- 29. CONTRACTOR PERFORMANCE DURING CIVIL UNREST.** Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Exhibit or the Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's or subcontractors' employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor, for which County may immediately terminate this Agreement.

30. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.

- 30.1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 30.2. As required by County's child support compliance program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served wage and earnings withholding orders or County's CSSD notices of wage and earnings assignment for child or spousal support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).
- 30.3. Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 30 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by Contractor under the Agreement. Without limiting the rights and remedies available to County under any other provision of the Agreement or at law or in equity, failure to cure such default within ninety (90) days of notice by the CSSD shall be grounds upon which County may suspend or terminate the Agreement pursuant to Paragraph 5 (Termination for Default) of this Exhibit.

31. RECYCLED-CONTENT PAPER. Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

32. COMPLIANCE WITH JURY SERVICE PROGRAM.

- 32.1. Jury Service Program. This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

- 32.2. Written Employee Jury Service Policy.

- 32.2.1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall

have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

- 32.2.2. For purposes of this Paragraph 32 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County; or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 32 (Compliance with Jury Service Program). The provisions of this Paragraph 32 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 32.2.3. If Contractor is not required to comply with the Jury Service Program when this Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.
- 32.2.4. Contractor's violation of this Paragraph 32 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

- 33. ACCESS TO COUNTY FACILITIES.** Contractor, its employees and agents will be granted access to County facilities, subject to Contractor's prior notification to County Project Director, for the purpose of executing Contractor's obligations hereunder, including for the provision of Maintenance Services. Unless otherwise determined necessary by County Project Director, access to County facilities shall be restricted to normal business hours, 7:00 a.m. until 5:30 p.m., Pacific Time, Monday through Thursday, County observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by County Project Director, unless exigent circumstances preclude waiting for written approval (e.g., Contractor is responding to a major Deficiency). Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County Project Director.
- 34. COUNTY FACILITY OFFICE SPACE.** In order for Contractor to perform services hereunder and only for the performance of such services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of County Project Director, at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service and network connections in such office space for use only for purposes of the Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.
- 35. DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS.**
- 35.1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 35.2. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.
- 36. PHYSICAL ALTERATIONS.** Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the County's Chief Information Office and County Project Director, in their discretion.
- 37. FEDERAL EARNED INCOME TAX CREDIT.** Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be

provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit J to the Agreement).

38. ASSIGNMENT BY CONTRACTOR.

- 38.1. Contractor shall not have any right to, and shall not, assign its rights or delegate its duties under this Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph, County consent shall require a written Amendment to this Agreement which is formally approved and executed by the parties. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.
- 38.2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- 38.3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity, other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

39. INDEPENDENT CONTRACTOR STATUS.

- 39.1. The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent contractor.

- 39.2. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor, including any subcontractor personnel engaged directly or indirectly by Contractor in connection with Contractor's performance under the Agreement.
- 39.3. Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of Workers' Compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.
- 39.4. Contractor shall provide to County an executed Contractor's Employee Acknowledgment, Confidentiality & Assignment of Rights (Exhibit F to the Agreement) for each of its employees performing Work under the Agreement. Such agreements shall be delivered to County Project Director.

40. RECORDS AND AUDITS.

- 40.1. Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Paragraph 40 (Records and Audits), Contractor may require the non-County examiner/auditor to execute a nondisclosure agreement prior to any disclosure. The nondisclosure agreement shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, time cards and other employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either: (a) provide County with access to

such material at a mutually agreed upon location inside Los Angeles County; or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

40.2. If an audit is conducted of Contractor specifically regarding the Agreement by any federal or state auditor, then Contractor shall file a copy of such audit report with County's Auditor Controller and County Project Director within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.

40.3. If, at any time during or after the Term, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to County Project Director and Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

41. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES.

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all federal, state, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, agents, and subcontractors who perform services hereunder, shall obtain and maintain

in effect during the Term all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. Upon request by County, a copy of each such license, permit, registration, accreditation, and certificate required by all applicable federal, state, and local laws, ordinances, rules, regulations, guidelines, and directives shall be provided to County in duplicate.

42. **NO THIRD PARTY BENEFICIARIES.** Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Paragraph 42 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.
43. **MOST FAVORED PUBLIC ENTITY.** If Contractor's prices decline, or should Contractor, at any time during the Term, provide the same goods or services under similar quantity and delivery conditions to the state of California or any county, municipality, public agency or district within California at prices below those set forth in the Agreement, then such lower prices shall be extended immediately to County.
44. **COUNTY'S QUALITY ASSURANCE PLAN.** County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in the Agreement.
45. **CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST.** Should Contractor require personnel in addition to those employed by Contractor on the Effective Date to perform the services set forth herein, Contractor shall give consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement. For this purpose, consideration shall mean that Contractor will interview qualified candidates. Prior to consideration being given by Contractor, County will refer such County employees by job category to Contractor. The above obligations do not apply to positions filled by: (i) third parties who have subcontracted with Contractor to perform the services; or (ii) Contractor's current employees.

- 46. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT.** Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration or termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.
- 47. SAFELY SURRENDERED BABY LAW.** Contractor shall notify and provide to its employees residing in or working in the state of California, and shall require each subcontractor performing work under this Agreement to notify and provide to its employees residing in or working in the state of California, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet (Exhibit I to the Agreement) is available on the Internet at www.babysafela.org for printing purposes.
- 48. BUDGET REDUCTIONS.** In the event that the Board adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by Contractor under this Agreement. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions, and without limiting any of County's rights as set forth in this Agreement, including County's right of termination for convenience pursuant to Paragraph 6 (Termination for Convenience; Suspension) of this Exhibit, County and Contractor shall negotiate a mutually agreed upon reduction in Work remaining to be performed by Contractor pursuant to the SOW that corresponds with the reduction in County's payment obligation. Contractor shall otherwise continue to perform all of its obligations set forth in this Agreement.
- 49. WAIVER.** No waiver by County of any breach of any provision of the Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in the Agreement shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

50. **GOVERNING LAW, JURISDICTION, AND VENUE.** The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the state of California applicable to Agreements made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the state of California (except with respect to claims that are subject to exclusive federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.
51. **SEVERABILITY.** If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.
52. **RIGHTS AND REMEDIES.** The rights and remedies of County provided in any given Paragraph, as well as throughout the Agreement, including throughout this Exhibit, are non-exclusive and cumulative with any and all other rights and remedies under this Agreement, at law, or in equity.
53. **FACSIMILE.** Except for the parties initial signatures to the Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.
54. **CAPTIONS AND PARAGRAPH HEADINGS.** Captions and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement.
55. **NEW TECHNOLOGY.** Contractor and County acknowledge the probability that the technology of the System (or any portion thereof) provided under the Agreement will change and improve during and/or following the Term. County desires the flexibility to incorporate into the System any new technologies, as they may become available. Accordingly, Contractor shall, promptly upon discovery and on a continuing basis, apprise County Project Director of all new technologies, methodologies, and techniques that Contractor considers being applicable to the System (or any portion thereof).

Specifically, upon County's request, Contractor shall provide, in writing, a description of such new technologies, methodologies, and techniques, and shall indicate the advantages and disadvantages of incorporating the same into the System, and provide an estimate of the impact such incorporation will have on the performance, scheduling, and price of the System (or any portion thereof). County, at its discretion, may request that the Agreement be amended to incorporate the new technologies, methodologies and techniques into the System (or any portion thereof) pursuant to the provisions of Section 6 (Change Notices and Amendments) of the body of the Agreement.

- 56. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT.** Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L A's Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

The CSSD will maintain and periodically update the "L.A.'s Most Wanted: Delinquent Parents" list on the Internet. The list may be televised before and after Board meetings.

57. BACKGROUND AND SECURITY INVESTIGATIONS.

- 57.1 At any time prior to or during the Term, the County may require that all Contractor staff, subcontractors and agents of Contractor performing Work under this Agreement undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing Work under this Agreement. County shall use its discretion in determining the method of background investigation to be used, up to and including a County-performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- 57.2 If any of the Contractor's staff, subcontractors or agents do not pass the background clearance investigation, the County may require that the individual immediately be removed from performing Work at any time during the Term. County will not provide to Contractor or to the individual any information obtained through the County's background investigation.
- 57.3 County may immediately, at sole discretion of County, deny or terminate facility access to Contractor's staff, subcontractors or agents who do not pass such investigation(s) to the satisfaction of the County, or whose background or conduct is incompatible with County facility access.
- 57.4 Disqualification, if any, of Contractor staff, subcontractors or agents pursuant to this Section 57 shall not relieve Contractor of its obligations to complete all Work in accordance with the terms and conditions of this Agreement.

- 58. CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM.** Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to the County Project Director and the County Project Manager.
- 59. PUBLIC RECORDS ACT.**
- 59.1 Any documents submitted by Contractor (other than Contractor Materials), all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to Section 40 (Records and Audits)_of this Exhibit A (Additional Terms and Conditions), become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are justifiably marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such documents and/or the Contractor Materials, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 59.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents and/or the Contractor Materials, marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act to a maximum of \$40,000" and subject to Section 60.3 below.
- 59.3 Prior to the County taking any action in respect of Section 60.2 above, County will first contact Contractor and discuss the request, offering Contractor County's opinion as to the legitimacy of the request and likelihood of success on defending such an action, in order to allow Contractor an opportunity to allow disclosure of such documents without incurring defense costs.
- 60. NON EXCLUSIVITY.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Agreement shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.
- 61. TERMINATION FOR NON APPROPRIATION OF FUNDS.** Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

62. TIME IS OF THE ESSENCE. Time is of the essence in connection with all Work performed under this Agreement.

63. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM. Contractor acknowledges that County has established a goal of insuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

64. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM. Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 65 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

Appendix B

STATEMENT OF WORK (SOW)

Table of Contents

1.0	Introduction	1
1.1	Scope	2
2.0	Tasks and Deliverables	3
	Task 1 - Project Planning	3
	Task 2 – Project Management	5
	Task 3 – Business Process Review	6
	Task 4 – System Setup	7
	Task 5 – System Tests	8
	Task 6 – User Acceptance Test (UAT)	10
	Task 7 – System Training and Documentation	11
	Task 8 – System Implementation	12
	Task 9 – Performance Benchmark Verification	14
	Task 10 – Provide Maintenance and Support	16
	Task 11 – Post-Implementation Services	16
	Attachment A	19
	Attachment B	20
	Installation Address and UAT Training Locations*	21
	Attachment C	22

1.0 Introduction

The general scope of work to be performed under this Agreement shall include, but not be limited to, providing services and necessary products to design, develop, implement and maintain a web-based system, which shall meet all of the general, functional and technical requirements set forth in the requirements portion of this document.

The term “Deliverable” as used herein is a product and/or service specified in this document to be delivered to the County by the Contractor. Deliverables may include written reports supported by additional documentation confirming that the specified Deliverables have been completed as specified. Deliverables may also include project management, documentation, system software installation, training, documentation and various system tests.

Contractor shall perform, complete and deliver all tasks, subtasks, deliverables, goods, services and other work, however denoted, as set forth below or in any attached or referenced document, in full compliance with this Appendix B and all elements of this Agreement. Unless otherwise specified as an obligation of the County, the Contractor shall perform all Tasks and Subtasks and provide all Deliverables as defined herein.

System will run on the COTS hardware configuration recommended by Contractor and approved by the County. Contractor shall perform all tasks and subtasks associated with the system implementation, and shall provide all associated Deliverables as described herein within six (6) months of contract signature. Following full migration to production use, Contractor shall be responsible for providing professional services, including system software customizations, programming modifications and additional software, and post-implementation services consisting of consulting services and additional training. Contractor shall, during the term of the Agreement, also be responsible for maintenance and support services.

The implementation will be successfully completed upon delivery of a fully user - tested, and fully functional system that meets the requirements outlined in this document, and the legal mandates of the County. Final implementation will require signed acceptance by the County Project Director.

Instructions

Contractor shall provide the Deliverables to the County as follows:

- A. All status reports and other Deliverable documents – in both hard copy format and electronic format delivered via e-mail;
- B. All Documentation – electronically or on CD/DVD and one bound, hard copy;

- C. All project control document updates – using the County project management standards in accordance with Task 2 (Project Management);
- D. Training materials – electronically or on CD/DVD and one bound, hard copy; and
- E. All other work delivered in accordance with this Appendix B, Statement of Work – as soon as available, electronically in a format compatible with the County's Microsoft Office Suite standards.

1.1 Scope

The scope of this solicitation covers the implementation/installation of the system software, as well as configuration, implementation, and training services. The implementation of the COTS software core functions must support minimum functional and technical requirements, establish a standard business workflow to supports facilitation of emergency response activities, multi-jurisdictional response coordination, and information flow for the County as the facilitation and coordination point for emergency management activities within the geographic boundaries of the County. In addition, this implementation shall require configuration services to establish an interface to the State of California's (RIMS) and provide the capability to organize information and reports based upon the 24 Essential Elements of Information developed by CalEMA and FEMA In Attachment C.

Upon successful completion of installation of the COTS basic functionality, should the cities, County departments or other agencies opt to purchase their own systems, require improvements or configuration services necessitating expansion above and beyond the baseline COTS software the licensing agreement must allow them the option to purchase from the County's agreement, and benefit from the same pricing, and terms and conditions.

The County plans to acquire server hardware separately, based on the recommended specifications of the selected system provider.

The scope of work under this agreement will include:

- Providing system web-based software tools and annual software maintenance. The County seeks a perpetual, fully paid, non-exclusive license to the proposed system software to support its enterprise.
- Providing annual software maintenance that includes technical support and software updates and new releases.
- Minimal tailoring of the system methodology contained in the software to meet the County requirements to support the development and facilitation of emergency response activities, multi-jurisdictional response coordination and information flow.

- Installing and configuring the system software and other services to meet the County's requirements.
- Training County staff on the system methodology and use and general maintenance of the system software.

This SOW defines the Tasks and Deliverables that constitute the scope of this installation. Detailed functional and technical requirements are presented in Appendix C, Requirements.

2.0 Tasks and Deliverables

Task 1 - Project Planning

Throughout the term of the Agreement, under the direction of the County's Project Manager, Contractor shall provide full project management and control of project activities for all phases of the project including, but not limited to:

- A. Contractor staffing and personnel matters;
- B. Management of Contractor technical staff;
- C. Planning and direction;
- D. Evaluation of results and status reporting;
- E. Error reporting and status throughout the project;
- F. Incorporation of the County's functional and technical requirements;
- G. Incorporation of required software modifications; and
- H. Version control throughout the project with documentation of changes including dependencies and functional impact;

Contractor will not be responsible for the performance of County personnel. However, Contractor shall coordinate with the County's Project Manager to ensure that all tasks, subtasks, deliverables, goods, services and other work are performed in a timely manner.

Subtask 1.1 – Develop and Present Project Control Document

Contractor shall develop a Project Control Document (PCD). Specifically, Contractor shall address each task and subtask to be performed during the design development, implementation, operation and support of the on-line system in the PCD. Contractor shall formally present the PCD in writing to the County for approval within fourteen (14) business days of contract signature.

Contractor shall update the PCD on a monthly basis with the exception of the detailed Work Plan, Milestone Chart and Risk Management sections, which shall be updated when changes are made. The County Project

Manager must review and approve all updates to the PCD, Detailed Work Plan, Milestone Chart and Risk Management sections.

Deliverable 1.1

Contractor shall provide the County with a PCD within 14 business days of contract signature. This document shall be updated and maintained throughout the life of the project. The PCD shall include, without limitation, the following components:

- A. System Description – A brief statement describing the basic COTS functionality and related components.
- B. Project Scope and Objectives – A brief statement of the scope and objectives of the project.
- C. Project Organization, Roles and Responsibilities – A hierarchical structure depicting the organization of the project team and its reporting relationships. This should include the County's project team and key personnel, and any additional relevant organizational relationships, as well as a description of the primary roles and responsibilities of the project team members.
- D. Assumptions – A listing of all relevant assumptions made in the development of the detailed work plan. All estimated assumptions which have been calculated must be clearly documented here.
- E. Detailed Work Plan – A detailed narrative description of project tasks and subtasks, roles and responsibilities of project team members by task, timeframe to complete each task and any dependencies on other tasks.
- F. Deliverables List – In sequential order or numbered Deliverables, a list of the Deliverables to be produced for each task and subtask, including a paragraph description of each Deliverable.
- G. Milestone Chart – A list of key project Milestones, including Deliverables, the target completion date and action completion date.
- H. GANTT Chart – A chart showing the tasks, subtasks, milestones, critical path, and dependencies organized by Deliverables, as appropriate, and in accordance with the Detailed Work Plan.
- I. Communication Plan – A description of the primary means of communication that will be used throughout the project. This should include a description of any recurring tasks and subtasks (e.g. status meetings, etc.), and the date and time of such meetings.
- J. Risk Management – A description of the risk management process, including a tracking mechanism for potential project risks; the probability of those risks occurring; potential impact of those risks; and risk mitigation strategies.
- K. Change Management Process – A description of the change management process that will be used in order to mitigate any

negative impact on the County as a result of system implementation and ongoing enhancements.

- L. Testing Strategies – A description of the different types of tests that will be conducted against the software and the approach to be used, including the roles and responsibilities of each team member.
- M. Training Strategies – A description of the training approach addressing technical training, end-user training and train-the-trainer for County staff.
- N. Escalation Procedures – A description of the process to be used to resolve project conflicts, including a diagram of the process and key project team members responsible for decision-making and conflict resolution.

Task 2 – Project Management

Under the direction of the County's Project Manager, Contractor shall provide full project management and control of project activities for the implementation phase of the project. Full project management shall include, but not be limited to:

- A. Planning and direction;
- B. Evaluation of results and status reporting;
- C. Incorporation of the County's business processes, security and technical requirements;
- D. As applicable, incorporation of required software modifications;
- E. Management and tracking of all issues and their resolution; and
- F. Management the change control process;

Commencing from the contract signature date, Contractor's Project Manager shall provide written status reports to the County's Project Manager and conduct meetings on a weekly basis until final acceptance. The status reports will compare actual progress for the preceding week with the detailed work plan, and address any variances and work schedule for the following period.

As part of project management, Contractor shall ensure that the County realizes the maximum benefit from the System provided by Contractor. The Project Status Report prepared by Contractor pursuant to this task, shall be used as the mechanism for Contractor to report any project risks or problems identified as part of the quality assurance process.

Deliverable 2.1

Contractor shall prepare and present to the County's Project Manager a weekly Project Status Report to report project progress, plans, and outstanding issues. Contractor shall meet with the County's Project Manager at least weekly to review these status reports and any related matters. All variances shall be presented for approval at the status

meeting. Subsequent to the County approval of variances, Contractor shall update the Detailed Work Plan, Milestone Chart and Risk Management sections of the Project Control Document to reflect the changes and send an updated copy of those sections to the County's Project Manager within five (5) business days. Although weekly status meetings will be required, it is anticipated that coordination between Contractor's Project Manager and the County's Project Manager will occur on a more frequent basis. The first status report shall be presented to the County's Project Manager fourteen (14) calendar days following contract signature, in the following format:

- A. Period covered by the report;
- B. Tasks scheduled for completion which were completed;
- C. Tasks scheduled for completion which were not completed;
- D. Tasks not scheduled for completion which were completed;
- E. Tasks scheduled for completion next reporting period;
- F. Issues resolved;
- G. Issues to be resolved with recommended solution; and
- H. Summary of project status as of reporting date.

Task 3 – Business Process Review

Subtask 3.1 – Analyze and Validate General, Functional and Technical Requirements

Contractor shall conduct a thorough analysis and validation of the County's general, functional and technical requirements as they pertain to OARRS. This shall be accomplished by:

- A. Reviewing the general, functional and technical requirements;
- B. Reviewing all other pertinent material; and
- C. Conducting clarification sessions with County's staff and the County designated key users of the system to ensure mutual understanding of the requirements.

Following the analysis and validation of the County's functional and technical requirements, Contractor shall identify business process improvement opportunities.

Deliverable 3.1

Upon completion of the business analysis and validation, Contractor shall submit a summary report documenting its understanding of the general, functional and technical requirements, and business process improvement opportunities. Any additional requirements identified beyond those specified in this SOW or in the Appendix C, Requirements will be analyzed

and documented. These additional requirements, if any, will be subject to the change control process (see Appendix A, Sample Agreement, Section 6.0, Change Notices and Amendments) and will result in an agreed-to, final set of Requirements Appendices.

Contractor shall develop a Requirements Traceability Matrix (RTM) as part of this Subtask 3.1. Contractor shall incorporate the RTM document as an Appendix to the PCD (see Subtask 1.1). The RTM document is created by associating the requirements with the work products (the baseline and configured application components) that satisfy them. Subsequent acceptance tests will utilize the RTM, and the product tested to meet the requirement.

The RTM and associated tests shall be designed to provide reasonable assurance to the County and Contractor that the completed effort meets the user requirements as specified in the agreed-upon final Appendix C, Requirements, and Contractor's proposed solution.

Task 4 – System Setup

Subtask 4.1 – Recommend Hardware and Network Configuration

The accepted design calls for the application to be hosted at a County Internal Services Department (ISD) facility, Contractor shall provide detailed hardware and network configurations required to provide optimal system performance.

Deliverable 4.1 – System Hardware and Network Certification

Contractor shall certify in writing that recommended hardware and network configuration will, during the term of this Agreement, satisfy the applicable functional requirements.

Subtask 4.2 – Install System Software

Contractor shall develop a deployment plan for the installation of the system software, which shall, without limitation:

- 1) Identify the technical configuration for system software installation for Production Use;
- 2) Identify operating system requirements for the system software;
- 3) Identify method of accessing the system remotely.

Upon County's approval of the Deployment Plan, Contractor shall install software on the development system and provide knowledge transfer to allow County staff to install software on the staging and production

systems. Contractor shall participate in all stages of installation. Contractor shall install the system software as necessary to satisfy the functional requirements, consistent with the timeframes set forth in the PCD.

Contractor shall verify that installed software is operational in all stages;

Subtask 4.3 Configuration Review Sessions

County project staff will review the configuration effort at check points that will be agreed to by both the County's Project Manager and Contractor's Project Manager, as specified in the PCD. These check point reviews will be used to determine if the effort is on schedule and meets the user requirements as specified in the finalized Appendix C, Requirements.

Deliverable 4.2 – Successfully Installed system software

Contractor shall provide to the County a written Software Installation Report and certification, including, without limitation, documentation on the software setup and basic software troubleshooting, to certify that all the system software has been successfully installed and is operating properly.

Task 5 – System Tests

Following completion of successful installation of the requisite system software and data load by Contractor, Contractor, with assistance from the County, where applicable, shall perform all system tests, including, but not limited to, Acceptance tests.

Subtask 5.1 – Develop System Test Plan

Contractor shall prepare a test plan and test cases, for all system tests including module test, integration test, stress test, and regression test. Among other items, the system test plan shall include the components listed below:

- A. Introduction;
- B. Assumptions;
- C. System test plan;
- D. System test objectives;
- E. System test acceptance criteria;
- F. System test schedule;
- G. Responsibilities;
- H. Resource requirements;
- I. Procedures;
- J. Test cases;

- K. Performance tests; and
- L. Disaster recovery tests.

Deliverable 5.1

Contractor shall develop a comprehensive test plan and submit to the County for approval.

Subtask 5.2 – Conduct System Tests

Contractor, with assistance from the County where applicable, shall perform each of the system tests according to County-approved system test plan. A system test shall be completed and accepted only upon County approval. All system tests shall be repeated as necessary in order to reach acceptance.

Prior to commencing tests, Contractor shall create a controlled test environment. Contractor, in conjunction with the County, shall thoroughly test the components of the system software and related procedures and controls in this test environment. All system functionality shall be successfully executed at least once with no subsequent modifications to the entire business process during the system tests prior to County rendering its approval and acceptance. System test data shall be developed for testing system functionality with the execution of the system test script.

Additionally, Contractor shall introduce test data that exercises logic to handle “out-of-norm” conditions.

Contractor shall document the expected results of each system test script prior to running the system test and shall resolve all differences in the System Test results. Contractor shall present documentation that confirms the resolution of the system test results variances to the County’s Project Manager for approval prior to continuing with the system test.

Deliverable 5.2 – System Test Results Report

Contractor shall achieve system acceptance by reviewing, with the County, all documentation and project results, against pre-defined acceptance criteria. Contractor shall achieve system acceptance in accordance with the Acceptance Test Plan (ATP), subject to a 60-day period of operation without deficiencies greater than severity level 4 (see Attachment A). System Administration and reporting tools shall be tested separately.

Task 6 – User Acceptance Test (UAT)

Contractor shall assist the County in preparing UAT Plan for the UAT, which shall include, but not be limited to:

- A. Detailed descriptions of the purpose and expected results of each UAT;
- B. Test scripts;
- C. Testing objectives;
- D. Description of Contractor and County roles in performing the UAT; and
- E. Problem Resolution Strategy.

The UAT Plan shall include a method for documenting and reporting compliance with system requirements.

Subtask 6.1 – Conduct User Acceptance Test (UAT)

The County and Contractor jointly will perform UAT. This test shall be performed with a simulated full load in test environment created by Contractor. There shall be several cycles of the test performed before UAT is completed. When UAT is completed, the system shall be deemed ready for implementation.

Results of the UAT shall be documented, reviewed, and approved in writing by the County. In the event of missing or improperly operating functions, Contractor shall be notified, in writing, by the County's Project Director, and Contractor shall correct the deficiencies within five (5) calendar days from the date of notification. During this testing period, all personnel designated by the County's Project Director to participate in UAT shall have unlimited access to the system.

UAT shall not be considered completed until all functionality of the system has been successfully tested and the County's Project Manager has accepted the final results. In the event the UAT results do not satisfy all the requirements, as determined by the County, Contractor shall:

- A. Provide a written proposed solution and schedule that will satisfy all requirements. The proposed solution is subject to the written approval of the County; and
- B. Implement and test the proposed solution until such time as the County provides written approval.

Deliverable 6.1 – User Acceptance Test Results Report

Contractor shall conduct and successfully complete UAT prior to system implementation. Contractor shall deliver to County a UAT Results Report within one (1) week of successful completion of UAT.

Task 7 – System Training and Documentation

Subtask 7.1 – Train Staff

Contractor shall prepare and implement a comprehensive training program, including, without limitation, any necessary training materials. The training program shall include training materials addressing technical training, end-user training and train-the-trainers (T3).

As part of the training, Contractor shall provide the designated County groups with extensive working knowledge of the system capabilities, training in the administration of the system, problem training to ensure users will become acquainted with error message, on-line support and corrective actions. Training data will be created and incorporated in the training manuals. For the purpose of training, Contractor shall create a training environment.

Deliverable 7.1 – Trained Staff

Contractor shall provide to the County a detailed plan for training staff on the use of the system. Contractor shall deliver training classes and training materials.

For the purposes of UAT, Contractor shall coordinate the delivery of comprehensive training to selected users identified as 'Administrator', 'Position User', and 'Viewer' in Attachment B.

Also for the purposes of UAT, Contractor shall coordinate the delivery of comprehensive training to selected users identified as 'IT staff' in Attachment B.

Subtask 7.2 – Prepare and Provide User Documentation

Contractor shall prepare user reference Documentation for all system software provided by Contractor. This Documentation shall include, without limitation, manuals that shall provide the County with a comprehensive reference source of system functionality and data definitions. Contractor shall provide user reference Documentation in hard copy format, and in electronic format.

Deliverable 7.2 – System Documentation

Contractor shall provide to the County a comprehensive T3 training program, reference documentation of system software functionality and data definitions, and technical support program. Contractor shall provide training materials to support on-going T3 training requirements. Documentation to support operation of the system and user reference will also be provided. Contractor shall deliver this documentation to the County in hard copy format and in electronic format. Contractor shall also deliver electronic links to any on-line help and documentation files for the system software, if available.

This deliverable includes those activities associated with the delivery to the County of technical support, both on-site and remote access (telephone & internet), for the purpose of troubleshooting user problems and system-error resolution. Contractor shall provide these support services five (5) days per week, during normal business hours, Pacific Time.

Task 8 – System Implementation

Subtask 8.1 – Prepare Technical Configuration and System Implementation Plan

Contractor shall prepare a system installation plan that identifies, without limitation, the technical configuration required for the system software to be installed for Production Use. As part of this subtask, Contractor shall, without limitation, identify all system settings required for the system software.

Deliverable 8.1 – System cutover and Installation Plan

Contractor shall prepare and deliver to the County the installation plan, which shall, without limitation, identify the logistics, timing and technical configuration required for the system installation and cutover of the system to production use.

Subtask 8.2 – Perform System Cutover to Production Use

Contractor shall prepare the system for Production use. As part of system cutover to Production use, Contractor shall, at a minimum:

- A. Confirm that the County and Contractor have successfully completed all acceptance tests;
- B. Confirm that all hardware is fully operational; and

- C. Transfer to Production environment the successfully tested system software.

Completion of Subtask 8.2 shall constitute cutover to Production, and the system shall be in Production use.

Deliverable 8.2 – System in Production Use

Contractor shall complete the system Cutover to Production use. Upon completion of this Deliverable, the system software shall be implemented in the Production environment on the system hardware, and the system shall be in Production use.

Subtask 8.3 – Maintain Non-Deficient System in Production Use

Contractor shall maintain the system in Production use with no deficiencies, as determined in the sole judgment of the County's Project Manager, for thirty (30) consecutive days following the County's written approval of Deliverable 8.2. Upon occurrence of a deficiency, Contractor shall correct such deficiency and restart the thirty (30) consecutive day cycle.

Deliverable 8.3 – Non-Deficient System in Production Use

Contractor shall provide to the County for approval documented results certifying that the system was maintained in Production use for thirty (30) consecutive days with no deficiencies pursuant to Subtask 8.3.

Subtask 8.4 – Conduct Post-Implementation Review

Following system cutover to Production, Contractor shall collect and evaluate results of operation to assess the success and shortcomings of the system implementation efforts. Contractor shall prepare and submit to the County a Post-Implementation Review Report, which shall evaluate the system cutover and implementation process and shall, at a minimum, include the following:

- A. Comparison/analyses of actual versus planned completion of subtasks;
- B. Anticipated versus actual resources required;
- C. Business and system lessons learned;
- D. Suggested guidelines for installation of future phases and enhancements;
- E. Pitfalls to avoid in the future; and
- F. User feedback.

Deliverable 8.4 – Post Implementation Review Report

Contractor shall deliver and present to the County's Project Manager a Post-Implementation Review Report prepared in accordance with Subtask 8.4.

Task 9 – Performance Benchmark Verification

Subtask 9.1 – Develop Performance Benchmark Verification (PBV) Plan

The PBV shall provide stress and reliability testing of the system. Contractor shall develop, subject to County's approval, a PBV Plan that documents objectives, scenarios and schedules for the PBV. The County and Contractor shall conduct the PBV within fifteen (15) days following completion of Deliverable 8.3.

Stress and reliability verifications are key components of the PB. The County requires that Contractor demonstrate that the system can meet all requirements stated in the requirements document.

The objective of the PBV is to exercise the system at its peak operating capacity and measure any degradation in system performance and response time. The PBV will not be considered complete until Contractor has successfully demonstrated acceptable system performance, as determined in the sole judgment of the County's Project Manager.

The County requires that Contractor conduct the following levels of PBV testing; Level 1 PBV testing to simulate a mid level emergency with a minimum of 100 concurrent users to a maximum of 500 concurrent users, 2) Level 2 PBV testing to simulate a high level emergency with a minimum of 501 concurrent users to a maximum of 1000 concurrent users, and Level 3 PBV testing to simulate a regional catastrophe with a minimum of 1001 concurrent users to a maximum of 2500 concurrent users.

Deliverable 9.1 – Performance Benchmark Verification Plan

Contractor shall provide, subject to County's approval, a PBV Plan, consisting of detailed test plans and scenarios for the PBV phase of the project before the system may reach final acceptance.

The completed PBV Plan shall include, without limitation, the tasks, subtasks, and planned dates for completing the PBV phase, the test plan scenarios showing each of the tests to be performed, the expected results and the documentation of the test results.

Subtask 9.2 – Conduct Performance Benchmark Verification

Before the system can reach final acceptance, the County and Contractor shall, within fifteen (15) days following County's approval of Deliverable 8.3, perform the PBV, the results of which shall serve as a threshold for monitoring system performance during the term of the Agreement. As part of the PBV, the County and Contractor shall analyze and document the benchmark results. Contractor shall correct any and all deficiencies identified by the County; and the County and Contractor shall conduct re-verification. The County and Contractor shall review and analyze the re-verification results. Contractor shall determine and document in a written report the cause of each deficiency, the method for resolution, the required corrective actions and the completion dates for correction actions. The County and Contractor shall conduct the re-verification to confirm that Contractor has successfully corrected the system as related to all deficiencies.

Contractor shall prepare a Final Report of the PBV results, which shall, at a minimum, include the following:

- A. A record of all deficiencies identified;
- B. A detailed record of all corrective actions taken; and
- C. A certification of Contractor's successful completion of all corrective actions.

For completion of this Subtask 9.2, Contractor shall obtain the written approval for such Final Report from the County's Project Director. Upon successful completion of the PBV, Contractor shall certify in writing that the PBV has been successfully completed and that Contractor has successfully completed all corrective actions.

Deliverable 9.2 – Performance Benchmark Verification

The County and Contractor shall conduct the PBV of the system and analyze and document the results. Contractor shall, based upon these results, identify and incorporate system performance improvements and complete all corrective actions to correct and optimize the system. Contractor shall document the PBV results and all correction actions taken by Contractor.

Contractor shall certify, in writing, the PBV for the system has been successfully completed and that Contractor has successfully completed all corrective actions.

Task 10 – Provide Maintenance and Support

Contractor shall provide maintenance and support services in accordance with the requirements of this Agreement. Maintenance and support services include Maintenance services consisting of updates, as well as operational system support, which includes, but is not limited to, Help Desk services, as requested by the County.

The operational system support shall commence upon start of the implementation activities and shall continue during the term of this Agreement, if elected by the County. The system support services shall include, without limitation:

- A. Support for system software issues/problems;
- B. Support for system software upgrades, updates, new release, etc;
- C. Support for system software fixes, patches, etc; and
- D. Access to knowledgeable Contractor personnel (i.e. Help Desk) who can answer questions on the use of the system or provide analysis on solutions to operation problems the County may encounter.

Deliverable 10 – Maintenance and Support

Contractor shall provide maintenance and support services, consisting of maintenance services and operations system support, if elected by the County, in accordance with the requirements of this Agreement during the term of the Agreement.

Task 11 – Post-Implementation Services

Subtask 11.1 – Provide Additional Training

Contractor shall, upon written request by the County's Project Manager, provide additional training, including, without limitation, any necessary training material at the request of the County. The additional training program shall include training courses addressing technical training, end-user training and train-the-trainers for County's staff, end-users and trainers respectively.

As part of the training, Contractor shall provide the designated County groups with extensive working knowledge of the system software capabilities, including, without limitation, any post-implementation enhancements, revision, improvements, bug fixes, patches, upgrade, updates, Deficiency corrections as well as training in the administration of the system software.

Deliverable 11.1 – Additional Training

For the purpose of conducting additional training, Contractor shall plan and create a training environment, unless otherwise elected by the County.

Contractor shall develop a detailed plan to provide additional training to Operational Area (OA) staff on the use of the system. Contractor shall deliver training classes consistent with the classes described in the County approved plan and certify in writing that all training as described in Subtask 11.1 has been successfully completed.

Subtask 11.2 – Provide Consulting Services

Contractor shall, upon written request by the County's Project Manager, provide consulting services during the term of this Agreement. Following the County's request for consulting services, Contractor shall submit to the County for approval a not-to-exceed, maximum fixed price. Contractor shall additionally submit an estimation of personnel hours to complete such consulting services. The County and Contractor shall agree to the SOW for the task, subtasks and deliverables to be performed and the maximum fixed price for such consulting services.

All consulting services by Contractor under this Agreement shall be subject to the County's written approval in accordance with the terms of this Agreement.

Deliverable 11.2 – County Approved Consulting Services

Contractor shall provide consulting services in accordance with Subtask 11.2 and certify in writing that the consulting services meet the requirements of the applicable SOW and the services standards set forth in this Agreement.

Subtask 11.3 – Prepare and Provide Additional System Documentation

Contractor shall prepare and provide additional user reference documentation, including, without limitation, material that references any post-implementation enhancements, revision, improvements, bug fixes, patches, upgrades, updates, and deficiency corrections. Contractor shall make additional user reference documentation available in hard copy format, if requested by the County, and in electronic format.

Deliverable 11.3 – Additional System Documentation

Contractor shall provide to the County comprehensive additional user reference documentation of system functionality and data definitions in accordance with Subtask 11.3.

Attachment A

Severity Level Definitions

The County shall assign one of the severity levels described below to each County deficiency report submitted to Contractor.

SEVERITY LEVEL	DESCRIPTION OF DEFICIENCY	MAXIMUM RESOLUTION TIME
"1" or "Critical"	<u>Severe with no practical workaround:</u> The defect is such that critical emergency management functionality is impossible. Workarounds for the defect do not exist, or if they do, they are too impractical to be useful.	1 hour, beginning when the County reports the deficiency to Contractor.
"2" or "Severe"	<u>Severe with no short term workaround:</u> Defects make it difficult to complete a significant emergency management function. Workarounds to complete the emergency management function exist, but are impractical on a continuing basis.	4 hours, beginning when the County reports deficiency to Contractor. Deficiencies which are initially assigned Severity Level 2 are subject to escalation.
"3" or "Minor"	<u>Minor but important:</u> The system software is impaired to the extent that some non-critical functions are not operating. Non-critical functions are classified as forms or reports that shape part of a major function, but do not cause the major function to be totally inoperative.	30 days, beginning when the County reports deficiency to Contractor. Deficiencies which are initially assigned Severity Level 3 are subject to escalation.
"4" or "Cosmetic"	<u>Generally does not effect functionality:</u> This severity level represents cosmetic defects that do not affect the functionality, but do affect the general look and feel of the system software. This deficiency may cause the system software, or component thereof, to be non-compliant with the Requirements Appendices.	Earlier to: (a) the next version release; or (b) 12 months of the County's report thereof, beginning when the County reports deficiency to Contractor.

Attachment B

UAT Staffing Profile

	Administrator	Position User	Viewer
County			
Chief Executive Office / Office of Emergency Management (OEM)	2	20	2
Department:			
Sheriff's Department Emergency Operations Bureau (EOB)	2	8	2
City:			
Long Beach	2	13	0
Pasadena EOC	4	4	10
Totals:	10	45	14

“Administrator” – are the people that need to have complete access to all system functional and administrative features. These will be the core group of experts at each location that will be able to train other users.

“Position User” – are those people that need complete access to their position-related functions.

“Viewer” – are those people that need “view” access only for a specific City, Department, or the CEOC.

*Not included in the above Matrix is IT Staff.

“IT Staff” – are those people who are not Administrators, but will require sufficient technical training about the configured system to provide occasional technical assistance to users.

Contractor shall conduct phased-in training for up to twelve (12) IT staff.

Installation Address and UAT Training Locations*

COUNTY	
Location	*Available Training & Data Center Location
Chief Executive Office / Office of Emergency Management (OEM) 1275 N. Eastern Avenue Los Angeles, CA 90063	<u>Available Training Site</u> Situation Room 1275 N. Eastern Avenue Los Angeles, CA 90063
	<u>Data Center</u> Internal Services Department 9150 E. Imperial Highway Downey, CA 90242
DEPARTMENT	
Sheriff's Department Emergency Operations Bureau (EOB) 1275 N. Eastern Avenue Los Angeles, CA 90063	<u>Available Training Site</u> Situation Room 1275 N. Eastern Avenue Los Angeles, CA 90063
CITY	
Long Beach Fire Department 2990 N. Redondo Avenue Long Beach, CA 90806	<u>Available Training Site</u> Situation Room 1275 N. Eastern Avenue Los Angeles, CA 90063
Pasadena EOC 2 nd Floor Conference Room, Pasadena City Yards 233 West Mountain Pasadena, CA 91104	<u>Available Training Site</u> Situation Room 1275 N. Eastern Avenue Los Angeles, CA 90063

*For the purpose of conducting training to all staff identified as "Administrators", the County will make available the above listed facilities.

Attachment C

24 Essential Elements of Information

APPENDIX B-1

FUNCTIONAL/TECHNICAL REQUIREMENTS

FUNCTIONAL REQUIREMENTS

ITEM #	TASK NAME
1.0	GENERAL REQUIRMENTS
1.0.1	The Proposer's COTS must provide the ability for the CEOC, County Departments, and Cities within the County to use the system independently from each other with permission-based access.
2.0	SYSTEM INTERFACES
2.0.1	The Proposer's COTS must be able to import data from other databases, as well as export data to other databases.
2.0.2	The Proposer's COTS must have the ability to interface with other SEMS compliant Emergency Management Incident Systems.
3.0	EVENT MANAGEMENT: Event management is a standardized process of information and data management for a defined occurrence or collection where the outcome enhances planning and consequence analysis. Essential elements of the Event Management function include defined data fields, GIS-based mapping capabilities and tracking active and inactive events.
3.0.1	The Proposer's response for an event must be able to accommodate unlimited user defined data field, including, but not limited to, all of the data fields listed in this section: Event ID, Event Title, and Event Status.
3.0.2	The Proposer's response shall provide the ability to create and update an event.
3.0.3	The Proposer's response shall provide the ability to provide GIS Mapping of event-related incidents.
3.0.4	The Proposer's response shall provide the ability to view, sort, filter, and print active/inactive events.
3.0.5	The Proposer's response shall provide the ability for an option to hide/display an event, with this access limited to an administrative role.
3.0.6	An event can have from one to many action plans, resource requests, forms/documents, messages, and log entries.
3.0.7	The Proposer's response shall provide the ability to allow an administrator to set an event as the default when multiple events are present.
3.1	GIS Capabilities
3.1.1	The Proposer's software shall provide the ability to use the County's ESRI mapping and database software to allow users to find addresses and create maps.
3.1.2	The Proposer's response shall provide the ability to map major road closures from major intersection to the next contiguous intersection.

ITEM #	TASK NAME
3.1.3	The Proposer's response shall provide the ability to hide/show map layers.
3.1.4	The Proposer's response shall provide the ability to display a Shake map as an overlay.
3.1.5	The Proposer's response shall provide the ability to update/integrate real time information on maps.
3.1.6	The Proposer's response shall provide the ability to map and print critical locations (including but not limited to incident, events, command posts, staging areas, shelters, sites, etc.).
3.1.7	The Proposer's response shall provide the ability to integrate with the County's routing services based upon ESRI (version 9.3.1 or higher) to find driving directions to event or incident and provide the ability to print the results. (For the routing specifics, please see web services guide at http://gis.lacounty.gov/eGIS/?page_id=190)
3.2	Command Post
3.2.1	The Proposer's response shall provide the ability to associate Command Post to an incident or to an event.
3.2.2	The Proposer's response shall provide the ability to create, update, and close a Command Post
4.0	INCIDENT MANAGEMENT: Incident management is a standardized method of creating, organizing, measuring, and defining activities associated with a defined occurrence where the outcome can support action planning. Essential elements of the Incident Management function include defined data fields, GIS-based mapping capabilities, notification protocols, and summary reporting.
4.0.1	The Proposer's response shall provide the ability for the Incident to accommodate unlimited user-defined data fields, including, but not limited to, all of the data fields listed in this section: unique Incident Id, Incident Date, Incident Type, Incident Status, Incident Criticality, Incident Description, Incident Short Description, Incident Location.
4.0.2	The Proposer's response shall provide the ability to specify Incident Location by selecting either: 1) Street Address or Cross Street, 2) Geographic Area (Thomas Brother Map Page/Grid), 3) X & Y Coordinates, 4) Landmark (Staples Center), 5) Undifferentiated Description.
4.0.3	The Proposer's response shall provide the ability to create and update an incident.
4.0.4	The Proposer's response shall provide the ability for GIS mapping of the specific incident.

ITEM #	TASK NAME
4.0.5	The Proposer's response shall provide the ability to send a notification email/text message to a designated group when a new incident is created.
4.0.6	The Proposer's response shall provide the ability to view, sort, and filter and print a list of incidents related to an event.
4.0.7	The Proposer's response shall provide the ability to associate an incident to an event.
4.0.8	The Proposer's response shall provide for an Incident to have one to many resource requests, log entries, tasks, messages, forms/documents, graphics, maps and web links.
4.0.9	The Proposer's response shall provide the ability for a single log entry which can be associated with one or many incidents.
4.0.10	The Proposer's response shall provide the ability to restrict deleting an incident to an administrative role.
4.0.11	The Proposer's response shall provide the ability to view all Incidents related to an Event from an Incident Summary page. Display Incident Number, Incident Date/Time, Date/Time of Last Modification to Incident, Incident Location, Incident Type, Incident Short Description.
4.0.12	The Proposer's response shall provide the ability to search incidents by Incident Id, Incident Date, Incident Date Range, Incident Description, and Incident Location.
4.0.13	The Proposer's response shall provide the ability color code an incident based on its criticality on the Incident Summary page.
4.0.14	The Proposer's response shall provide the ability to view all related logs, messages, tasks for an Incident when a specific Incident is displayed.
4.0.15	The Proposer's response shall provide the ability to archive an incident once it is completed or resolved.
4.0.16	The Proposer's response shall provide the ability to re-activate an archived incident.
4.0.17	The Proposer's response shall provide the ability to "link" related incidents.
4.1	Tasks (Assignments)
4.1.1	The Proposer's response shall provide the ability to create and update a task. On Create, the task must be able to accommodate unlimited user defined data fields, including, but not limited to, all of the data fields listed in this section: Task Id (unique), Task Requested Date, Task Requested Time, Task Due Date, Task Type (Event, Incident, Action Plan, Status Report, etc) On update, the position must restrict based on position.

ITEM #	TASK NAME
4.1.2	The Proposer's response shall provide the ability to assign tasks to positions from the active user list.
4.1.3	The Proposer's response shall provide the ability to view their pending tasks.
4.2	Positions
4.2.1	The Proposer's response shall provide the ability to generate an organization chart for an event based on active users by position.
4.2.2	The Proposer's response shall provide the ability to support multiple positions per jurisdiction (i.e., EOC Director, Operations, Planning/Intelligence, Logistics, and Finance/Administration).
4.2.3	The Proposer's response shall provide the ability to support multiple primary and backup positions for each jurisdiction.
4.2.4	The Proposer's response shall provide the ability to support multiple positions to have editor access; ability to assign each user to at least one position.
4.2.5	The Proposer's response shall provide the ability to automatically assign the first person that logs into the system that has the role of a primary position to all 5 primary positions.
4.2.6	The Proposer's response shall provide the ability for positions to view their pending tasks.
4.2.7	The Proposer's response shall provide the ability for users to send messages to individuals or to a position from the active user list.
4.3	Checklists
4.3.1	The system shall provide for the inclusion and integration of Customized Duty Checklists.
4.3.2	The system shall automatically generate tasks for positions based on Customized Duty Checklists.
4.4	Reporting Site
4.4.1	The Proposer's response shall provide the ability to view, sort, filter, and print list of reporting sites for an incident.
4.4.2	The Proposer's response shall provide the ability to create, update, and close a new reporting site as well as associate a reporting site to an incident.
4.5	Service Site
4.5.1	The Proposer's response shall provide the ability to view, sort, filter, and print a list of Service Sites related to an incident.
4.5.2	The Proposer's response shall provide the ability to create, update, close a new Service Site as well as associate a service site to an incident.

ITEM #	TASK NAME
5.0	ENVIRONMENTS: Common interfaces and data management systems are needed to integrate information into a common operating picture, facilitating decision making during an incident. Regular exercises are conducted to test plans, procedures, equipment, facilities, and training. Fully functional exercise and training environments are essential elements of a communication and information management system. Also required is automated training registration and tracking mechanism.
5.0.1	The Proposer's response must provide the ability for Training, Exercise, and Disaster environments with each environment differentiated by color or branding.
5.1	Training
5.1.1	The system shall provide the ability to create, update, and delete a training class.
5.1.2	The system shall provide the ability for user to register and unregister to/from a future training class.
5.1.3	The system must generate an email to notify registered users when a training class is deleted.
5.1.4	The system shall provide the ability to generate class rosters.
5.1.5	The system shall provide the ability to track users who have attended training classes.
6.0	MESSAGING: Reliable communications are necessary to enable diverse emergency management organizations to work together effectively. Messaging requirements include internal- and external-to the system capability as well as automated/semi-automated triggered notifications.
6.0.1	The Proposer's response shall provide the ability to accommodate unlimited user defined data fields, including, but not limited to, all of the data fields listed in this section: Message Id, Message Date, Message To (multiple), Message From, Message cc (multiple), Message Subject, Message Description, Reply Requested Flag, and Urgent Flag.
6.0.2	The Proposer's response shall provide the ability to automatically send a message when an IAP or EAP is required or due.
6.0.3	The Proposer's response shall provide the ability to send messages from one position to one or more other positions.
6.0.4	The Proposer's response shall provide the ability to reply to, forward, and archive messages.
6.0.5	The Proposer's response shall provide the ability to create a distribution list to which messages can be sent.
6.0.6	The Proposer's response shall provide the ability to prohibit a message from being deleted.

ITEM #	TASK NAME
6.0.7	The Proposer's response shall provide the ability for automatic message escalation.
6.0.8	The Proposer's response shall provide the ability to send messages via email (external to system via SMTP).
6.0.9	The Proposer's response shall provide the ability for a message to have one or many tasks.
6.0.10	The Proposer's response shall provide the ability to automatically send a message when a new task is assigned.
6.1	Dispatch
6.1.1	The Proposer's response shall provide the ability to create, import and maintain a list of personnel (resources).
6.1.2	The Proposer's response shall provide the ability to view, sort, filter, and print a list of personnel (resources) available for dispatch.
6.1.3	The Proposer's response shall provide the ability to view and print a list of contracted providers available for dispatch.
6.1.4	The Proposer's response shall provide the ability to assign Incident sites, personnel dispatched by contract providers.
6.1.5	The Proposer's response shall provide the ability to view personnel information for those staff that was dispatched by contract providers.
6.1.6	The Proposer's response shall provide the ability to view and print dispatch log.
6.2	Logs
6.2.1	The Proposer's response shall provide the ability for a log entry to accommodate unlimited user defined data fields, including, but not limited to, all of the data fields listed in this section: Log Id (unique), Log Date, Log Time, Log Position, and Log Description.
6.2.2	The Proposer's response shall provide the ability to create and update a log entry.
6.2.3	The Proposer's response shall provide the ability to access logs and log entries (minimal keystrokes).
6.2.4	The Proposer's response shall provide the ability to display a view of log entries associated to an incident/event. View should include Log Unique Id, Position that created the log, Date log created, Time log created, Log Function (Message, Task, Resource Request, Report), and Log Description.

ITEM #	TASK NAME
7.0	RESOURCE MANAGEMENT Resource Management is the efficient and effective estimating, deployment and demobilization of equipment, people, skills, inventory, or information. Essential elements of the Resource Management function include maintaining, tracking, managing, deploying, and assigning tangibles. The capacity to manage resources in accordance with FEMA's National Incident Management System is required.
7.0.1	The Proposer's response shall provide the ability to request, allocate, assign, order, and track requests.
7.0.2	The Proposer's response shall provide the ability for a Resource Request to accommodate unlimited user defined data fields, including, but not limited to, all of the data fields listed in this section: Unique Id, Requestor Information, Agent Information, and Incident Number to which it is associated.
7.0.3	The Proposer's response must provide the capability for an Agent to request a resource on behalf of the actual requestor.
7.0.4	The Proposer's response shall provide the ability to indicate resource availability, i.e., a City has pallets of water available for immediate use.
8.0	ACTION PLANNING Action planning is a formal standardized process that ensures information flow among emergency management agencies and enhances inter- and intra-agency coordination. Plans identify objectives and actions for CEOC functions and branches. Plan components are developed by SEMS organizational units, finalized by the Plans & Intelligence Section and approved through a process established by the Management Section.
8.0.1	The Proposer's response shall provide the ability to create and/or update an Action Plan(s) for a specific section.
8.0.2	The Proposer's response shall provide the ability for an action plan to accommodate unlimited user defined data fields, including, but not limited to, all of the data fields listed in this section: User Information (Identify user that created the Action Plan), Objectives, Date, Shift, Operation Period, Incident Id, Event Id, and Status.
8.0.3	The Proposer's response shall provide the ability to automatically copy pending Objective(s) from a closed Action Plan(s) to the new operation period Event Action Plan (EAP).
8.0.4	The Proposer's response shall provide the ability to produce SEMS compliant Action Plan(s) report in WORD, EXCEL or PDF format.
8.0.5	The Proposer's response shall provide the ability to automatically send the Action Plans to the EOC Manager when Action Plan(s) are complete.
8.0.6	The Proposer's response shall provide the ability to automatically send the approved Action Plan(s) to a designated distribution list when the EOC Manager approves action Plan (s).

ITEM #	TASK NAME
8.0.7	The Proposer's response shall provide the ability to create, modify, and delete objectives within draft Action Plan(s).
8.0.8	The Proposer's response shall provide the ability for the objective to accommodate unlimited user defined data fields, including, but not limited to, all of the data fields listed in this section: Objective Id (unique), Objective Function (Log, Message, Resource Request, Task) for which the Objective(s) was created.
8.0.9	The Proposer's response shall provide the ability to create and update an Action Plan (s) for the second and subsequent x hour shifts following the first x hour shift.
8.0.10	The Proposer's response shall provide the ability for an Action Plan (s) that can have one or more tasks.
9.0	FORMS/DOCUMENT MANAGEMENT Document management includes coordination and control of the flow (storage, retrieval, processing, printing, routing, and distribution) of electronic documents in a secure and efficient manner, to ensure that they are accessible to authorized personnel as required. Standardized and ad hoc user-defined reports that support event and incident management goals and objectives are required. Capability to organize information and reports based on the CalEMA/FEMA document 24 Essential Elements of Information is required.
9.0.1	The system shall provide the ability to upload/download documents in various formats, such as WORD, EXCEL, and PDF.
9.0.2	The system shall provide the ability to save and print incomplete or completed forms/documents.
9.1	Report Views
9.1.1	The system must have the ability to export reports in standard file formats (.doc, .xls, .txt, .pdf, etc).
9.1.2	The system must have the ability to display reports on a page as well as print reports.
9.1.3	The County Situation Report(s) (i.e., Cities, Departments, Schools) must be able to accommodate unlimited user defined data fields, including, but not limited to, all of the data fields listed in this section: Date/Time Created (Please explain or describe).
9.1.4	The system shall provide the ability to create, update, view, and print County Situation Report(s).
9.1.5	The system shall provide the ability to create, view, and print SEMS/RIMS reports based on information collected in the system for the event/incidents.
9.1.6	The system shall provide the ability to create, view, and print User Defined Reports (Ad hoc).

ITEM #	TASK NAME
9.1.7	The system shall provide the ability to create, view, and print the Incident Status Reports.
9.1.8	The system shall provide the ability to create, view, and print a Multiple Incident Status Report.
9.1.9	The system shall provide the ability to create, update, view, and print Infrastructure and Facilities Status Reports.
9.1.10	The system shall provide the ability to create, update, view, and print individual branch reports.
9.1.11	The system shall provide the ability to create, update, view, and print jurisdiction damage reports.
9.1.12	Capability to organize information and reports based upon the 24 Essential Elements of Information developed by the California Emergency Management Agency and FEMA.
10.0	Interface/Dashboard To work efficiently, stakeholders must have an intelligent view of data and analyses associated with events, incidents, resources and action planning. An organized, effective and usable user interface is required.
10.0.1	The Proposer's response shall provide the ability to view all incidents for a specific event, in this view give a total of incidents that are still in progress, allow user to click on a specific incident to view incident details.
10.0.2	The system shall provide the ability to view all messages for the specific event for the user's position, in this view give a total of messages that are unread, all users to click on a specific message to view message details.
10.0.3	The system shall provide the ability to view all logs for the specific event for the user's position, in this view give a total of logs, allow user to click on a specific log to view log details.
10.0.4	The system shall provide the ability to view all tasks for the specific event for the user's position, in this view give a total of tasks, allow user to click on a specific task to view task details.
10.0.5	The system shall provide the ability to view all resource requests for the specific event, in this view give a total of resource requests in process, allow user to click on a specific resource request to view resource request details.
10.0.6	The system shall provide the ability to view an activity report for a specific position, an activity report is system generated based on logs for a specific position.
10.0.7	The system shall provide the ability to click on a link to view the checklist of duties for the user's position.

ITEM #	TASK NAME
10.0.8	The Dashboard must automatically refresh as information on dashboard is updated.
10.0.9	The system shall provide the ability to split the screen in order to drill down on a specific hyperlink.
10.0.10	The system shall provide the ability to click on a link to view a telephone directory of important numbers that is updated real time and is easily accessible.
10.0.11	The system shall provide the ability to quickly view the Active User List that displays the current users logged onto the system or view an Organization Chart view of the current users logged onto the system with their contact numbers.
10.0.12	The system shall provide the ability to customize the user's dashboard to meet the position user's needs.
11.0	SECURITY System controls, logs and security functions are required for effective management systems. Important characteristics of capabilities include ease of use, flexibility, customization, import/export, event- and incident-based log generation and maintenance. Requirements include administrative tools for managing user accounts, delegating security and access levels, monitoring active users, creating and archiving transactional change logs.
11.0.1	The system must use security codes/passwords.
11.0.2	The system must be able to automatically keep audit trails on every record created or updated.
11.0.3	The system needs to provide the ability to restrict users to read access only.
11.0.4	The system shall provide the ability to apply virus scanning upon upload.
11.1	Administration
11.1.1	The system shall provide the ability to approve new user accounts.
11.1.2	The system shall provide the ability to update, delete, deactivate, and reactivate user accounts.
11.1.3	The system shall provide the ability to reset/change a user's password.
11.1.4	The system shall provide the ability to create and update an event.
11.1.5	The system shall provide the ability to associate an incident from one event to another event.
11.1.6	The system shall provide the ability to delete an incident.
11.1.7	The system shall provide the ability to approve action plans.

ITEM #	TASK NAME
11.1.8	The system shall provide the ability to view, sort a list of active users that are logged into the system.
11.2	User Access
11.2.1	The Proposer's response shall provide the ability for an automated user registration process.
11.2.2	The Proposer's response shall provide the ability to have the function for forgotten user password, and user ID.
11.2.3	The Proposer's response shall provide the ability for Users to be prompted to verify their profile and preferences upon successful authentication.
11.2.4	The system shall provide the ability for a user to update their personal profile and their personal preferences.
11.2.5	The system shall provide the ability to allow designation of an Emergency Coordinator for a City, County Department, Unincorporated City, School District, or Other to approve or maintain account requests for that specific jurisdiction.
11.2.6	The system must generate jurisdiction rosters of active users.
11.2.7	The system must generate an email notification when a new user account is approved to the requester.

TECHNICAL REQUIREMENTS	
	Each of the items listed in this section describe County's technical requirements. Some items are Pass or Fail and the proposed system must completely satisfy these requirements. Proposer must respond to each item in the order listed in the form stated. For example; if the item states "Explain", the Proposer must give a clear, concise narrative discussion as to how Proposer will meet County's requirement. If the item states "May be answered Yes or No", the Proposer may provide only a "Yes" or "No" answer. Items are not necessarily listed in order of importance.
SYSTEM INFRASTRUCTURE REQUIREMENTS	
TEC 1.00	Web Based Software: The proposed SYSTEM software must utilize web-based technologies. Web based SYSTEM software is defined as a solution that utilizes Web browsers as the only required component installed on the client computer. The Web browser accesses reporting components that reside on the application server or on the database server to provide the full and total reporting functionality of the SYSTEM solution. (Please explain).
TEC 2.00	The web based application should run on an industry standard application platform and servers (Please explain).
TEC 3.00	For every action taken by the user in the system, an informational, warning, or error message must be displayed, whichever is applicable (Please explain).
TEC 4.00	Browser non-specific (preference of a browser is acceptable but exclusivity is not) (May be answered Yes or No).
TEC 5.00	Required browser plug-ins (Please explain).
TEC 6.00	Fully capable of running in a virtual environment. (Please explain).
TEC 7.00	The system must be able to support enterprise licensing with unlimited usage within Los Angeles County, its departments, cities, and other agencies, as described in Section 1.4.3 County Emergency Operations Center (CEOC). (Please explain).
DATABASE REQUIREMENTS	
TEC 8.00	Database: The proposed software plan data must reside in an industry standard relational database.
SYSTEM REPLICATION AND REDUNDANCY	
TEC 9.00	Capability of multiple site data replication (Please explain).
SYSTEM SECURITY	
TEC 10.00	Encrypted Passwords: The proposed software enables passwords to be encrypted. (May be answered Yes or No).

TECHNICAL REQUIREMENTS	
TEC 11.00	Encryption of Transmitted Data: The Proposer must describe how the software allows for encryption of sensitive data being transmitted using Secure Socket Layer (SSL) Certificates or by other means. May be answered Yes or No)
TEC 12.00	User Profiles: The proposed software must support role-based security where specific sets of privileges are authorized and associate each user to their appropriate group. (Please explain).
TEC 13.00	Restricting Access at Field Level: The proposed software must restrict users in accessing specific information at the field level. (Please explain).
TEC 14.00	Preventing Unauthorized Modifications: The Proposer must describe how the security in the proposed software restricts users from unauthorized customizing and the use of all administrative functions. (Please explain).
TEC 15.00	Single or Multiple Users: The proposed the software can be installed on a file server. (May be answered Yes or No).
TEC 16.00	Login ID's: The Proposer must describe how the software allows for Login ID's and passwords of at least 8-characters each. (Please explain).
TEC 17.00	Undocumented "Back Doors": The Proposer must describe how all access to the system and data comes through controlled access points and is validated by a COUNTY authorized login ID and password. The vendor must certify that there are no undocumented "Back Doors" or access points into the system. (Please explain).
TEC 18.00	Audit Trail: The Proposer must describe in detail how the proposed software provides an audit trail file which logs all transactions including User's Login ID, date and time stamp, and change made. (Please explain) (This is a Pass or Fail Requirement.
TEC 19.00	Ability to restrict editor access to web pages / records (Please explain).
TEC 20.00	Ability to restrict view access to web pages / records (Please explain).
SYSTEM ADMINISTRATION	
TEC 21.00	Ability for non-IT staff to perform basic system administration functions, i.e., creates user id, create/update/remove authorization levels, etc.
SYSTEM DOCUMENTATION	
TEC 22.00	Detailed and complete program code documentation.
TEC 23.00	Detailed and complete system/environment documentation.
ONLINE HELP	

TECHNICAL REQUIREMENTS	
TEC 24.00	The proposed software should describe their User Help function including context-sensitive and position based help functions.
TEC 25.00	Interactive Self Tutorial.
WIZARDS	
TEC 26.00	The proposed software should include prompts/questions that guide the completion of various functions. (Please explain).
LICENSING AND SUPPORT	
TEC 27.00	Software Licensing: The Proposer must describe how licensing and cost is determined for each software package required to run the system. (Please explain).
TEC 28.00	Warranty: The Proposer must describe the scope and provisions of their software and professional services warranty. Such warranty shall be for a period of not less than 90 days. (Please explain).
TEC 29.00	Scalability: The software licensing offered by the Proposer allows the County to increase various modules or functionality and add users as County desires without increased licensing costs. (Please explain).
TEC 30.00	Technical Support: The Proposer must provide remote technical support with emergency response within 4 hours, 24 hours per day, 7 days per week, and 365 days per year. (Please explain).
TEC 31.00	System Support: The Proposer must describe if they provide remote technical support. Is direct system access required? If required, how is access secured? (Please explain).
TEC 32.00	Help Desk Support: The Proposer must describe if they provide toll-free technical assistance 24 hours a day, 7 days a week, 365 days per year. (Please explain).
TEC 33.00	Training Support: The Proposer must describe their offerings for both on-site and off-site training for technical and end-users. (Please explain).
TEC 34.00	Training Site: The Proposer must describe if they provide training in Southern California. (Please explain).
TEC 35.00	System Maintenance: The Proposer must describe if they provide updates and new releases as part of the maintenance contract. (Please explain).
TEC 36.00	Communication: The Proposer must describe if they provide an Internet Web Site, E-mail, and bulletin board service that allows for down loading updates, fast response to questions, and the exchange of information with other users. (Please explain).

TECHNICAL REQUIREMENTS**MISCELLANEOUS**

TEC 37.00	Ability to maintain customized features through upgrade (Please explain).
TEC 38.00	Simple backup and restore procedures for the application data (Please explain).
TEC 39.00	Accurately documented installation procedure (Please explain).
TEC 40.00	Mobile capabilities: The Proposer must describe if their products provide mobile access, i.e., Blackberry, PDA (Please explain).
TEC 41.00	System must meet American with Disabilities Act (ADA) compliance rules.

Exhibit B-2

PROJECT SCHEDULE

PROJECT APPROACH

There are four phases of the Operational Area Response and Recovery System (OARRS) implementation:

PHASE I-INITIATION AND PLANNING

- Define objectives, assumptions, and risks.
- Define and refine application functionality, and gather requirements needed to begin work. A kick-off meeting or conference call is held between NC4's team and LA County's team, during which we review customer specifications, the project timeline, NC4's responsibilities, LA County's responsibilities, and change management.
- Ensure project quality

PHASE II- DEVELOPMENT

- Deliver and install base software in development environment
- NC4 software developers create the customer's application according to specifications
- Contingency path

PHASE III - TESTING

- NC4 Testing - The NC4 Project Manager and the NC4 Manager of Quality Assurance test LA County's application to ensure client specifications are met, and all functions operate correctly.
- Client Testing – L.A. County tests the application to ensure it meets specifications. If any new functionality is necessary, NC4 will add and test it. Once modifications are made, LA County reviews and tests again.

Phase IV - SYSTEM GO-LIVE

- LA County signs off and the system goes live. NC4 provides the appropriate documents around training, support, and problem management.
- NC4 and LA County conduct a post-implementation review.
- NC4 provides on-going training and support, and tests application as part of its Quality Assurance process.

Exhibit C

PRICE AND SCHEDULE OF PAYMENTS

PRICE AND SCHEDULE OF PAYMENTS

I. DELIVERABLES

DELIVERABLE NUMBER	DELIVERABLE TITLE	PAYMENT AMOUNT
	Sign Contract	
	Project Kickoff	
1.1	Project Planning Project Control Document (PCD)	
2.1	Project Management Meetings and Reports	
4.1	Recommend and certify Hardware and Network Configuration	
	Install dev/test system infrastructure (servers, OS, DB, network)	
Part of 4.2	Deliver System Software Install baseline software on dev/test system, including technical knowledge transfer (System Administration training) Includes licenses and 3 years maintenance and support (1 st year included in license price)	
Part of 5.2	Test baseline software on dev/test system using NC4's standard post-installation test plan (payment includes source code escrow fees for first three years of contract at \$500/year (\$1,500))	\$282,133
Part of 7.1	Develop comprehensive Training plan	
Part of 7.1	Application Administration Training	
Part of 7.1	Power User and Configuration Training	
Part of 7.1	ARE Training	
Part of 7.1	Custom Dashboard Training	
Part of 7.1	Custom Forms Training	
3.1	Business Process Review Summary Report Requirements Traceability Matrix (RTM)	
Part of 3b	Build required custom forms and report templates – Phase 1 (high priority items)	\$182,600
	Install staging and production systems (OS, DB, network)	
5.1	Develop comprehensive test plan	
Part of 4.2	Upgrade to Phase 1 customized system software on dev/test system	
Remainder of 5.2	Test Phase 1 customized system software on dev/test system	
Remainder of 4.2	Install tested Phase I customized system software on staging and production systems	
	Set up NC4 ESA for the County	
	Integrate NC4 ESA with NC4 R9	
	Provide NC4 ESA training	
6.1	User Acceptance Testing	
Part of 7.1	Provide Train-the-Trainer training	
Part of 7.1	Provide End User Training	
7.2	Prepare and provide user documentation	
8.1	Prepare Technical Configuration and System Implementation Plan	
8.2	Perform System Cutover to Production Use	

8.3	Maintain Non-Deficient System in Production Use	
8.4	Conduct Post-Implementation Review	
9.1	Develop Performance Benchmark Verification (PBV)	
9.2	Conduct PBV	\$120,500
Part of 3b	Build and test required custom forms and report templates – Phase 2	\$90,500
	Upgrade and test dev/test, staging, production systems to Phase 2 custom software	
10	Provide Maintenance and Support	
11.1	Provide Additional Training	
11.2	Provide Consulting Services	
11.3	Prepare and Provide Additional System Documentation	

Deliverable 7.1 Trained Staff

Training Class Description	Number of Sessions, Number of Students, Revised Cost
Technical Knowledge Transfer	2 Sessions 6 Students each Total \$1,600
Application Administration	4 Classes 3 Students each Total \$10,000
Configuration/Power User	2 Classes 6 Students each Total \$19,000
ARE	1 Class 5 Students Total \$1,500
Custom Form Builder	2 Classes 6 Students each Total \$10,000
Custom Dashboard Builder	2 Classes 6 Students each Total \$10,000
Train the Trainer	3 Classes 3 Students each Total \$30,000 1 Additional Student @ \$2,500
End User	6 Classes 10 Students each Total \$15,000

II. TRAVEL AND RELATED EXPENSES

Travel and related expenses will be invoiced at actuals as incurred, not to exceed 12 trips up to \$2000/trip or \$24,000 total.

III. EXTENDED SOFTWARE MAINTENANCE

Should this Agreement be extended for an Extended Term of three (3) years for years 4 through 6, County obligation for Maintenance and Technical Support for the Licenses licensed on the Effective Date shall be as provided below. Contractor shall invoice County for such Maintenance and Technical Support services annually on the anniversary date of this Agreement.

	YEAR 4	YEAR 5	YEAR 6
DESCRIPTION			
NC4 R9 Enterprise	\$36,894	\$38,000	\$39,140
Annual Maintenance based on cost of software (\$198,995)	18.54%	19.09%	19.66%

IV. OPTIONAL SERVICES

A) Optional ESA Service Years

Should this Agreement be extended for an Extended Term of three (3) years for years 4 through 6, and County desires to continue use of NC4's ESA Services, County agrees to pay the following for Years 4 through 6 ESA Services. Contractor shall invoice County for such services annually on the anniversary date of this Agreement.

DESCRIPTION	YEAR 4	YEAR 5	YEAR 6
NC4 ESA Services	24,500	25,235	25,992
Annual Service based on cost of service (\$24,500)		3%	3%

B) Optional Additional Consulting Services

The Fixed Hourly Rate for Additional Consulting services provided by Contractor to County under this Agreement in accordance with Paragraph 14.2.2 (License) of the body of the Agreement shall not exceed \$187.50 per hour with no travel required or \$250.00 per hour when travel is required. Such Additional Consulting services may be provided either on a fixed price or on a time and materials basis, as agreed to by County and Contractor.

|

C) Optional Additional Training Courses

The Price for Additional Training Courses provided by Contractor to County under this Agreement in accordance with Paragraph 14.2.2 (License) is as follows:

Training Course	# of Students	Length	Price	Additional Student
System Administration (Technical Knowledge Transfer)	3	8 hours	\$2,500	n/a
Application Administration	3	8 hours	\$2,500	\$1,250
Power User / Configuration	5	24 hours	\$8,000	\$1,500
Power User	5	16 hours	\$6,000	\$1,250
Train the Trainer	2	24 hours	\$7,500	\$2,500
End User Training	10	4 hours	\$2,500	\$250
Custom Forms Training	3	16 hours	\$5,000	n/a
Dashboard Training	3	24 hours	\$7,500	\$2,500
ARE Training	3	8 hours	\$2,500	n/a

Training Course Descriptions

1. Technical Knowledge Transfer

Audience: Individuals who will be required to administer and maintain the system at a technical (IT) level.

Learning Objective: Enable the participant to perform required system administration.

Session Length: 4 hrs

Delivery: This course will be delivered in an informal setting in front of the system servers.

Training Materials: Knowledge Transfer documentation

Number of Participants: Up to 3 learners

Knowledge Transfer will include:

NC4 R9 Installation Review

- Software install locations
- Installation log and server Logs
- JBOSS and Tomcat server configuration files
- Database connection file

NC4 R9 Upgrade and Patch

- Uninstall existing NC4 R9 installation
- Upgrade NC4 R9 by re-installation
- Apply an NC4 R9 patch

As-built Configuration Review

- Component architecture (network diagram)
- Data Sharing
- Data Replication Services
- Real Time Messaging
- SMTP and POP3 mail servers
- Performance tuning modifications

Server Configuration Tips

- Pointing NC4 R9 to a different ArcIMS server
- Installing a new map file after the initial installation
- Reconfiguring RTM after an NC4 R9 upgrade
- Reconfiguring GeoCoder after the initial install
- Configuring IBM HTTP Server
- Configuring NC4 R9 default home page

Customer Support

- How to register to the support website
- How to submit an online support request

2. Course: Application Administration

Audience: Individuals who will be required to administer the application. Application administration is done via a browser and is simple enough to be done by either operational or IT staff.

Learning Objective: Enable the participant to perform required application administration.

Course Length: 8 hrs

Delivery: This course will be delivered in a classroom setting with an instructor and personal computer with networked equipment for class participants.

Training Materials: Application Administration training materials

Number of Participants: Up to 3 learners

Upon completion of the session the participant will be able to:

- Add new NC4 R9 Users, modify User ID's and passwords, and assign users to groups
- Create and modify NC4 R9 Distribution Groups and assign users to these distribution groups
- Review email Notification and Data Sharing Queues, and delete documents in each queue
- Release Document Locks
- Perform other Application Administration tasks as required

3. Course: Configuration/Power User

Audience: "Go To" Individuals who will be using the system daily and would be able to provide guidance to the other users on system navigation, usage and proficiency. Individuals who will be required to configure, populate and maintain the application.

Overview: Provide a full understanding of the NC4 R9 application and how it can be used by the City.

Learning Objective: Enable the participant to achieve system proficiency. Enable the participant to perform required application configuration and data population. This session also enables the learner to establish profiles and select the reports required for End User training.

Modules Covered: Entire system will be covered.

Course Length: 24 hrs

Delivery: This course will be delivered in a classroom setting with an instructor and personal computer with networked equipment for class participants.

Training Materials: 1) Application Configuration training materials; 2) Power User Training workbook; 3) Self tests to validate learning objective has been attained; 4) An assessment exercise at the end of each section to evaluate competency.

Number of Participants: Up to 5 learners.

At the end of the session the participant will be able to:

- Utilize and explain all functions and features of the NC4 R9 system
- Populate keyword and color codes
- Populate Organization Chart, Checklists, Staff Plans
- Create Position Based Templates
- Create Task Templates

- Other configuration actions as required by the Jurisdiction
- Operate NC4 R9 with proficiency.
- Maintain operational components of the NC4 R9 system (picklists, org charts, etc.)
- Respond to functional questions from users

4. Course: Train the Trainer

Audience: Individuals who will be required to train end users.

Overview: Provide a detailed level of understanding information manipulation within the system through performing more complex exercises, scenarios. Inclusive is a mock exercise to conduct a training class.

Learning Objective: Enable the participant to obtain the knowledge and proficiency to provide end user training. The training will be focused on functional drills with mock students.

Course Length: 24 hrs

Delivery: This course will be delivered in a classroom setting with an instructor and personal computer with networked equipment for class participants.

Training Materials: Instructor Training materials annotated; self tests to validate learning objective has been attained; an assessment exercise at the end of each section to evaluate competency.

Number of Participants: Up to 2 learners

Upon completion of the session the participant will be able to:

- Utilize and explain all functions and features of the NC4 R9 system
- Operate NC4 R9 with proficiency.
- Maintain operational components of the NC4 R9 system (picklists, org charts, etc.)
- Train other users within their organization.
- Respond to functional questions from users

5. Course: End User

Audience: End users.

Overview: Provide an in depth knowledge of the system that the individual requires, based on user role and position.

Learning Objective: Enable the learners to understand the current system capabilities based on their role.

Course Length: 4 hrs

Delivery: This course will be delivered instructor-led in a classroom with a networked personal computer for each class participant.

Training Materials: NC4 will deliver courseware modules electronically to Customer in PDF format. The modules will include: 1) Training workbook specific to users' functions, roles or tasks; 2) Self tests to validate learning objective has been attained; 3) An assessment exercise at the end of each section to evaluate competency.

Number of Participants: Up to 10 learners

At the end of the session the participant will be able to: Log in, fill in their profile, navigate within the NC4 R9 application, complete and access incident reports, and complete and access the other reports covered in their specific course.

6. Course: NC4 R9 Analysis and Reporting Engine (ARE)

Audience: Individuals who will be responsible for developing templates and generating reports using the NC4 R9 Analysis and Reporting Engine.

Learning Objective: Enable the participant to achieve proficiency in all aspects of using NC4 R9 ARE.

Course Length: 8 hrs

Delivery: This course will be delivered in an informal setting around the NC4 R9 ARE server.

Training Materials: Sample ARE templates for NC4 R9.

Number of Participants: Up to 3 learners.

At the end of the session the participant will be able to:

- Develop ARE templates for NC4 R9
- Schedule reports to run at specific times and email reports to recipient list
- Run ARE reports for NC4 R9

7. Course: NC4 R9 Custom Form Builder

Audience: Individuals who will be responsible for developing custom forms and tabs for NC4 R9.

Learning Objective: Enable the participant to achieve proficiency in all aspects of using NC4 R9 Custom Form Builder.

Course Length: 16 hrs

Delivery: This course will be delivered in an informal setting around the NC4 R9 server.

Training Materials: Sample form builder templates for NC4 R9.

Number of Participants: Up to 3 learners.

At the end of the session the participant will be able to:

- Develop custom forms for NC4 R9
- Add custom tabs to existing NC4 R9 forms
- Publish custom forms and tabs to the NC4 R9 application/server

8. Course: NC4 R9 Custom Dashboard Builder

Audience: Individuals who will be responsible for developing custom dashboards for NC4 R9.

Learning Objective: Enable the participant to achieve proficiency in all aspects of using NC4 R9 Custom Dashboard Builder.

Course Length: 24 hrs

Delivery: This course will be delivered in an informal setting around the NC4 R9 server.

Training Materials: Sample dashboard builder templates for NC4 R9.

Number of Participants: Up to 3 learners.

At the end of the session the participant will be able to:

- Develop custom dashboards for NC4 R9
- Customize existing NC4 R9 dashboards
- Publish custom dashboards to the NC4 R9 application/server

Prerequisites: Students in this course should be familiar with web services and Java based platforms.

9. Course: Power User

Audience: "Go To" Individuals who will be using the system daily and would be able to provide guidance to the other users on system navigation and proficiency.

Overview: Provide a more granular level of understanding information manipulation within the system through performing more complex scenarios.

Learning Objective: Enable the participant to achieve system proficiency. This session also enables the learner to establish profiles and select the reports required for End User training.

Modules Covered: Entire system will be covered.

Course Length: 16 hrs

Delivery: This course will be delivered in a classroom setting with an instructor and personal computer with networked equipment for class participants.

Training Materials: 1) Training workbook; 2) Self tests to validate learning objective has been attained; 3) An assessment exercise at the end of each section to evaluate competency.

Number of Participants: Not to exceed 5 learners.

At the end of the session the participant will be able to:

- Utilize and explain all functions and features of the E Team system
- Operate E Team with proficiency.
- Maintain operational components of the E Team system (picklists, org charts, etc.)
- Respond to functional questions from users

Exhibit C-1

OPERATIONAL AREA

PRICE AND SCHEDULE OF PAYMENTS

OPTIONAL SERVICES

This Agreement allows the Contractor to provide Optional Software licenses and Services to the Operational Area (OA). The OA is defined as the Los Angeles County Operational Area which includes County government and all cities and other local governments within County borders. This includes special districts like public school districts, sanitation districts, water districts, etc. Contractor agrees to extend the below pricing to agencies within the Operational Area desiring to procure Software licenses and Services from Contractor subject to a purchase order issued by such agency. The agency purchase order shall reference this Agreement and its terms and conditions as governing the procurement.

I. Additional NC4 R9 Enterprise Licenses

The Enterprise License Price for Additional NC4 R9 Enterprise Licensing provided by the Contractor to the Los Angeles County Operational Area (OA) which includes County government and all cities and other local governments within County borders. This includes special districts like public school districts, sanitation districts, water districts, etc is \$50,000 per license.

II. Software Maintenance

The Software Maintenance Price for the Optional Additional NC4 R9 Enterprise Licensing provided by the Contractor for the initial term shall be \$9,750 per year. Should this Agreement be extended for an Extended Term of three (3) years for years 4 through 6, the OA obligation for Maintenance and Technical Support for the Licenses licensed on the Effective Date shall be as provided below. Contractor shall invoice OA for such Maintenance and Technical Support services annually on the anniversary date of this Agreement.

DESCRIPTION	YEAR 4	YEAR 5	YEAR 6
NC4 R9 Enterprise	\$10,043	\$10,344	\$10,654
Annual Maintenance based on cost of software (\$50,000)	20%	20.7%	21.3%

III. ESA Service

The annual subscription Price for the Optional ESA Global Government Service provided by the Contractor for the initial term shall be \$19,600 per year. Should this Agreement be extended for an Extended Term of three (3) years for years 4 through 6, and OA desires to continue use of NC4's ESA Services, OA agrees to pay the following for Years 4 through 6 ESA Services. Contractor shall invoice OA for such services annually on the anniversary date of this Agreement.

DESCRIPTION	YEAR 4	YEAR 5	YEAR 6
NC4 ESA Services	\$24,500	\$25,235	\$25,992
Annual Service based on cost of service (\$24,500)		3%	3%

IV. Additional Consulting Services

The Fixed Hourly Rate for Additional Consulting services provided by Contractor to OA under this Agreement in accordance with Paragraph 14.2.2 (License) of the body of the Agreement shall not exceed \$187.50 per hour with no travel required or \$250.00 per hour when travel is required. Such Additional Consulting services may be provided either on a fixed price or on a time and materials basis, as agreed to by OA and Contractor.

V. Additional Training Courses

The Price for Additional Training Courses provided by Contractor to OA under this Agreement in accordance with Paragraph 14.2.2 (License).

Training Course	# of Students	Length	Price	Additional Student
System Administration (Technical Knowledge Transfer)	3	8 hours	\$2,500	n/a
Application Administration	3	8 hours	\$2,500	\$1,250
Power User / Configuration	5	24 hours	\$8,000	\$1,500
Power User	5	16 hours	\$6,000	\$1,250
Train the Trainer	2	24 hours	\$7,500	\$2,500
End User Training	10	4 hours	\$2,500	\$250
Custom Forms Training	3	16 hours	\$5,000	n/a
Dashboard Training	3	24 hours	\$7,500	\$2,500
ARE Training	3	8 hours	\$2,500	n/a

V-1. Training Course Descriptions

1. Technical Knowledge Transfer

Audience: Individuals who will be required to administer and maintain the system at a technical (IT) level.

Learning Objective: Enable the participant to perform required system administration.

Session Length: 4 hrs

Delivery: This course will be delivered in an informal setting in front of the system servers.

Training Materials: Knowledge Transfer documentation

Number of Participants: Up to 3 learners

Knowledge Transfer will include:

NC4 R9 Installation Review

- Software install locations
- Installation log and server Logs
- JBOSS and Tomcat server configuration files
- Database connection file

NC4 R9 Upgrade and Patch

- Uninstall existing NC4 R9 installation
- Upgrade NC4 R9 by re-installation
- Apply an NC4 R9 patch

As-built Configuration Review

- Component architecture (network diagram)
- Data Sharing
- Data Replication Services
- Real Time Messaging
- SMTP and POP3 mail servers
- Performance tuning modifications

Server Configuration Tips

- Pointing NC4 R9 to a different ArcIMS server
- Installing a new map file after the initial installation
- Reconfiguring RTM after an NC4 R9 upgrade
- Reconfiguring GeoCoder after the initial install
- Configuring IBM HTTP Server
- Configuring NC4 R9 default home page

Customer Support

- How to register to the support website
- How to submit an online support request

2. Course: Application Administration

Audience: Individuals who will be required to administer the application. Application administration is done via a browser and is simple enough to be done by either operational or IT staff.

Learning Objective: Enable the participant to perform required application administration.

Course Length: 8 hrs

Delivery: This course will be delivered in a classroom setting with an instructor and personal computer with networked equipment for class participants.

Training Materials: Application Administration training materials

Number of Participants: Up to 3 learners

Upon completion of the session the participant will be able to:

- Add new NC4 R9 Users, modify User ID's and passwords, and assign users to groups
- Create and modify NC4 R9 Distribution Groups and assign users to these distribution groups
- Review email Notification and Data Sharing Queues, and delete documents in each queue
- Release Document Locks
- Perform other Application Administration tasks as required

3. Course: Configuration/Power User

Audience: "Go To" Individuals who will be using the system daily and would be able to provide guidance to the other users on system navigation, usage and proficiency. Individuals who will be required to configure, populate and maintain the application.

Overview: Provide a full understanding of the NC4 R9 application and how it can be used by the City.

Learning Objective: Enable the participant to achieve system proficiency. Enable the participant to perform required application configuration and data population. This session also enables the learner to establish profiles and select the reports required for End User training.

Modules Covered: Entire system will be covered.

Course Length: 24 hrs

Delivery: This course will be delivered in a classroom setting with an instructor and personal computer with networked equipment for class participants.

Training Materials: 1) Application Configuration training materials; 2) Power User Training workbook; 3) Self tests to validate learning objective has been attained; 4) An assessment exercise at the end of each section to evaluate competency.

Number of Participants: Up to 5 learners.

At the end of the session the participant will be able to:

- Utilize and explain all functions and features of the NC4 R9 system
- Populate keyword and color codes
- Populate Organization Chart, Checklists, Staff Plans
- Create Position Based Templates
- Create Task Templates

- Other configuration actions as required by the Jurisdiction
- Operate NC4 R9 with proficiency.
- Maintain operational components of the NC4 R9 system (picklists, org charts, etc.)
- Respond to functional questions from users

4. Course: Train the Trainer

Audience: Individuals who will be required to train end users.

Overview: Provide a detailed level of understanding information manipulation within the system through performing more complex exercises, scenarios. Inclusive is a mock exercise to conduct a training class.

Learning Objective: Enable the participant to obtain the knowledge and proficiency to provide end user training. The training will be focused on functional drills with mock students.

Course Length: 24 hrs

Delivery: This course will be delivered in a classroom setting with an instructor and personal computer with networked equipment for class participants.

Training Materials: Instructor Training materials annotated; self tests to validate learning objective has been attained; an assessment exercise at the end of each section to evaluate competency.

Number of Participants: Up to 2 learners

Upon completion of the session the participant will be able to:

- Utilize and explain all functions and features of the NC4 R9 system
- Operate NC4 R9 with proficiency.
- Maintain operational components of the NC4 R9 system (picklists, org charts, etc.)
- Train other users within their organization.
- Respond to functional questions from users

5. Course: End User

Audience: End users.

Overview: Provide an in depth knowledge of the system that the individual requires, based on user role and position.

Learning Objective: Enable the learners to understand the current system capabilities based on their role.

Course Length: 4 hrs

Delivery: This course will be delivered instructor-led in a classroom with a networked personal computer for each class participant.

Training Materials: NC4 will deliver courseware modules electronically to Customer in PDF format. The modules will include: 1) Training workbook specific to users' functions, roles or tasks; 2) Self tests to validate learning objective has been attained; 3) An assessment exercise at the end of each section to evaluate competency.

Number of Participants: Up to 10 learners

At the end of the session the participant will be able to: Log in, fill in their profile, navigate within the NC4 R9 application, complete and access incident reports, and complete and access the other reports covered in their specific course.

6. Course: NC4 R9 Analysis and Reporting Engine (ARE)

Audience: Individuals who will be responsible for developing templates and generating reports using the NC4 R9 Analysis and Reporting Engine.

Learning Objective: Enable the participant to achieve proficiency in all aspects of using NC4 R9 ARE.

Course Length: 8 hrs

Delivery: This course will be delivered in an informal setting around the NC4 R9 ARE server.

Training Materials: Sample ARE templates for NC4 R9.

Number of Participants: Up to 3 learners.

At the end of the session the participant will be able to:

- Develop ARE templates for NC4 R9
- Schedule reports to run at specific times and email reports to recipient list
- Run ARE reports for NC4 R9

7. Course: NC4 R9 Custom Form Builder

Audience: Individuals who will be responsible for developing custom forms and tabs for NC4 R9.

Learning Objective: Enable the participant to achieve proficiency in all aspects of using NC4 R9 Custom Form Builder.

Course Length: 16 hrs

Delivery: This course will be delivered in an informal setting around the NC4 R9 server.

Training Materials: Sample form builder templates for NC4 R9.

Number of Participants: Up to 3 learners.

At the end of the session the participant will be able to:

- Develop custom forms for NC4 R9
- Add custom tabs to existing NC4 R9 forms
- Publish custom forms and tabs to the NC4 R9 application/server

8. Course: NC4 R9 Custom Dashboard Builder

Audience: Individuals who will be responsible for developing custom dashboards for NC4 R9.

Learning Objective: Enable the participant to achieve proficiency in all aspects of using NC4 R9 Custom Dashboard Builder.

Course Length: 24 hrs

Delivery: This course will be delivered in an informal setting around the NC4 R9 server.

Training Materials: Sample dashboard builder templates for NC4 R9.

Number of Participants: Up to 3 learners.

At the end of the session the participant will be able to:

- Develop custom dashboards for NC4 R9
- Customize existing NC4 R9 dashboards
- Publish custom dashboards to the NC4 R9 application/server

Prerequisites: Students in this course should be familiar with web services and Java based platforms.

9. Course: Power User

Audience: “Go To” Individuals who will be using the system daily and would be able to provide guidance to the other users on system navigation and proficiency.

Overview: Provide a more granular level of understanding information manipulation within the system through performing more complex scenarios.

Learning Objective: Enable the participant to achieve system proficiency. This session also enables the learner to establish profiles and select the reports required for End User training.

Modules Covered: Entire system will be covered.

Course Length: 16 hrs

Delivery: This course will be delivered in a classroom setting with an instructor and personal computer with networked equipment for class participants.

Training Materials: 1) Training workbook; 2) Self tests to validate learning objective has been attained; 3) An assessment exercise at the end of each section to evaluate competency.

Number of Participants: Not to exceed 5 learners.

At the end of the session the participant will be able to:

- Utilize and explain all functions and features of the E Team system
- Operate E Team with proficiency.
- Maintain operational components of the E Team system (picklists, org charts, etc.)
- Respond to functional questions from users

Exhibit D

DESCRIPTION OF SOFTWARE

EXHIBIT D

OPERATIONAL AREA RESPONSE AND RECOVERY SYSTEM (OARRS) SOFTWARE

The OARRS Software acquired under this Agreement includes, but is not limited to, NC4 R9 Enterprise Software, NC4 R9 Analysis and Reporting Engine (ARE) Enterprise Software, NC4 R9 Custom Form Builder Software, NC4 R9 Custom Dashboard Builder Software, NC4 R9 Atlas Mapping Module Software, including Customizations and any Third Party Software components used by Contractor to provide an OARRS solution for County, and any software developed by Contractor for County in providing Additional Consulting services, if any. Subject to Paragraph 14 (Ownership/License) of the body of the Agreement, the OARRS Software provided by Contractor as of the Effective Date shall, at a minimum, meet the specifications set forth below.

Section	Software Module/Component	License Type
I.	<u>NC4 R9 Enterprise</u> NC4 R9 is an enterprise level response and recovery solution. NC4 R9 includes functionality for event/incident management, resource management, action planning and tasking, critical infrastructure protection and management, damage assessment, volunteer and personnel management, situation reporting, and alerts and notification. The NC4 R9 OARRS application will enable the County of Los Angeles to respond quickly to any crisis situation and deliver coordinated responses based on real-time and historical information. NC4 R9 will support multi-jurisdiction and multi-agency independent use with permission-based access. NC4 R9 provides a common county-wide operational picture, allowing individual jurisdictions to easily share information and coordinate response activities.	Unlimited User License Perpetual
II.	<u>NC4 R9 Analysis and Reporting Engine (ARE) Enterprise (powered by Crystal Reports Server XI R2)</u> NC4 R9's Analysis and Reporting Engine (ARE) is a software tool set that provides the client with the ability to shape, analyze, and distribute their NC4 R9 operational data. Users can view high-level snapshots of the key indicators necessary to manage an incident. At-a-glance dashboard views include the status of open incidents, shelter	5 ARE Administrators 1 Crystal Reports XI R2 Developer License Unlimited Report Consumers Perpetual

	status, hospital status, and outstanding resource requests. This decision support tool provides insight into areas that require prioritization, assisting managers to make intelligent decisions from the wealth of detailed NC4 R9 data captured during an event that is transformed into actionable information.	
III.	<p><u>NC4 R9 Custom Form Builder</u></p> <p>The NC4 R9 Form Builder module provides customers the ability to quickly create custom forms, define data elements within the form and deploy forms to NC4 R9 users. Forms can be created to handle any type of dynamic data requirements that can occur during large events and disasters. In addition to new forms, users can add data elements (fields) to existing NC4 R9 forms. The form builder will provide users a graphical user interface for creating form templates. The ability to define and validate data elements on the form includes text boxes, dropdown lists and dates. Custom forms will have the ability to include core components of the NC4 R9 application, including geo-location, notification, access control and target alerts.</p>	<p>Unlimited User License</p> <p>Perpetual</p>
IV.	<p><u>NC4 R9 Custom Dashboard Builder</u> <u>(powered by SAP/Business Objects</u> <u>Excelcius</u></p> <p>NC4 R9's custom dashboard functionality provides a unique tool for presenting information to the executive policy group and management team that meets their specific needs, allows them to quickly see the overall situation, and make informed decisions. These dashboards display data in a graphical, easy to understand manner. Using these dashboards and reports, users can view high-level snapshots, or drill down to the details, of the Essential Elements of Information necessary to manage a response and recovery effort. At-a-glance dashboard views include the status of open incidents, shelter status, HAvBED compliant hospital status, and outstanding resource requests.</p>	<p>1 Excelcius Designer License</p> <p>Unlimited Dashboard Consumers</p> <p>Perpetual</p>

V.	<p><u>NC4 R9 Atlas Mapping Module (designed for use with ESRI ArcGIS 9.3 GIS server)</u></p> <p>NC4 R9 provides full GIS and mapping functionality, using ESRI's ArcGIS functionality. The NC4 R9 situation map can provide a Common Operating Picture for all organizations responding to an event or incident. NC4 R9 provides the ability for users to dynamically annotate maps and geo-reference a broad array of different types of information. Users are provided with the ability to create their own custom map displays by selecting or de-selecting map layers as they wish.</p>	<p>Unlimited</p> <p>Perpetual</p>
VI.	<p><u>IBM HTTPS Web Server 6.1 (powered by Apache)</u></p> <p>The IBM HTTPS Web Server is the web front end to the NC4 R9 application. It is an OEM component of NC4 R9 and will be supported and maintained by NC4.</p>	<p>Unlimited</p> <p>Perpetual</p>
VII.	<p><u>JBOSS Application Server 4.0.1 SP1</u></p> <p>The JBoss Application Server is the platform which NC4 R9 was developed in and on which the NC4 R9 application runs. It is an OEM component of NC4 R9 and will be supported and maintained by NC4.</p>	<p>Unlimited</p> <p>Perpetual</p>
VIII.	<p><u>NC4 ESA Global Government Subscription for 3 year term of contract</u></p> <p>NC4 ESA Subscription is a global incident monitoring solution designed for early warning and enhanced situational awareness. The County of Los Angeles will be able to view and track incidents and/ or advisories on a regional and worldwide basis. Our National Incident Monitoring Centers (NIMC's) on the east and west coasts monitor thousands of incident information sources throughout the United States and the world (including government, law enforcement and local media) for current incidents. This information is then prioritized, geo-coded and categorized by type and severity of incident. The command center, executive staff will be able to better prepare for events that may impact local Los Angeles County operations and resources. Incidents of concern will automatically populate the OARRS (NC4 R9) application.</p>	<p>5 Full Access Users</p> <p>25 Locations</p> <p>3 Year Subscription Included, Annual Renewal Required for Years 4-6</p>

Third Party Software:

The Third Party Software products used in providing the NC4 E Team Software (as listed in the table above) are:

Crystal Reports Server XI R2
Crystal Reports Developer XI R2
SAP/Business Objects Excelcius Designer
IBM HTTPS Web Server 6.1 (powered by Apache)
JBoss Application Server 4.0.1 SP1

ATTACHMENT 1

LA COUNTY

NC4 EXTERNAL SITUATIONAL AWARENESS (ESA) TERMS OF USE

The following are additional terms and conditions specific to the use of NC4's ESA Service. NC4 is providing its ESA Service to the County free of charge during the initial three-year term of the Contract. Annual charges will apply thereafter if the County desires to continue using the ESA Service following the initial Contract term.

1. Definitions specific to the ESA Service:

"Content" means: (i) content of communication by Contractor to County as part of the ESA Service, and (ii) content of communication between County and other Members or Contractor.

"ESA Service" means Contractor's External Situational Awareness Service. Contractor may modify the scope or elements, suspend, end, or limit participation in any or more service categories from time to time, with or without notice.

"Members" means others who at any particular time are contracted with Contractor to use the ESA Service, whether or not pursuant to this form of agreement.

2. **Grant of License to Use Contractor's ESA Service.** Contractor hereby grants County a non-exclusive, limited license to access and use Contractor's ESA Service within the scope, and in accordance with the terms, of this Agreement.

3. **Authorized Users.** The County must identify to Contractor in writing those individuals who County wishes to be authorized to use the ESA Service pursuant to this Agreement. Each must be an employee or contracted consultant of County. Only individuals who Contractor consents to may use the ESA Service ("Authorized Users"). County must not permit any other person or entity to use the ESA Service.

4. **Contractor Rights.** County authorizes Contractor to access and in perpetuity use, distribute, reproduce, modify, adapt, and display to other Authorized Users of County's organization any or all content submitted by County, and at County's sole option, to other Members.

5. **Use Conditions.** County and Authorized Users must:

- a. comply with this Agreement;
- b. make County's own assessment of the accuracy, reliability and quality of all Content, including any linked sites;
- c. assure all Content provided by County is complete and accurate;
- d. not use the ESA Service to communicate information that infringes rights of any person or entity or violates any law;

e. not directly or indirectly sell, license or otherwise provide the ESA Service or any Content to any third party, nor directly or indirectly disseminate Content to any third party, with the exception of disseminating Content in an isolated emergency only as reasonable to protect public health and safety;

f. obtain and maintain in good working order, County's own means to receive communications via the ESA Service.

6. Contractor Intellectual Property. County acknowledges that as between County and Contractor, the ESA Service and Contractor Content are exclusively the property of Contractor or Contractor's licensor, and Contractor, or its licensor as the case may be, holds all rights, title and interest in any and all associated copyrights, trademarks, trade secrets, patents, patent applications and associated rights and intellectual property. County shall not: (a) alter or duplicate the ESA Service; (b) attempt to: decompile, disassemble, reverse engineer or obtain any source code or design information of, the ESA Service; (c) remove or alter any notice of ownership relating to the ESA Service; or (d) violate any marking rule regarding the ESA Service.

7. County Intellectual Property. Contractor acknowledges that Content submitted by County may be property of County or County's licensor. Contractor is hereby authorized to use Content submitted by County as Contractor deems reasonable for purposes relating to the ESA Service.

8. Warranty Disclaimer. CONTRACTOR PROVIDES THE ESA SERVICE "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTY. ALL WARRANTIES ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT ANY INFORMATION WILL BE ACCURATE, COMPLETE, FREE FROM ERROR OR TIMELY WHETHER IN CONTENT OR PRESENTATION, NOR THAT ALL OR ANY ASPECT OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR MEET COUNTY'S REQUIREMENTS. CONTRACTOR MAKES NO WARRANTY REGARDING CONTENT, SOFTWARE OR SERVICES PROVIDED BY OTHER MEMBERS OR THIRD PARTIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF WITH RESPECT TO THE ESA SERVICE.

9. Disclaimer of Member Content. County acknowledges that Contractor has no control over and shall not be responsible for any Content submitted by Members.

10. Indemnity

a. Indemnity by Contractor. Subject to the condition that County use the ESA Service only according to this Agreement, Contractor will defend, indemnify and hold harmless County and County's personnel for any third party claim that the ESA Service or Contractor Content infringed a third party's intellectual property rights.

b. Indemnity by County. County shall defend, indemnify and hold harmless Contractor and Contractor's personnel and affiliated entities for any third party claim of infringement by County of a third party's intellectual property rights or claimed misuse or abuse by County of the ESA Service.

c. **Procedure.** A party seeking indemnification must provide prompt written notice of the claim, the right to control and direct defense and settlement, and reasonable cooperation.

11. LIMIT OF LIABILITY. CONTRACTOR'S LIABILITY TO COUNTY WITH RESPECT TO THE ESA SERVICE, SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY COUNTY TO CONTRACTOR FOR THE ESA SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE PARTICULAR CLAIM, REGARDLESS OF WHETHER THE CLAIM(S) ARE FOR DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY OTHER FORM OF REMEDY OR RELIEF, AND EVEN IF CONTRACTOR WAS ADVISED IN ADVANCE OF THE POSSIBLE DAMAGES.

12. **Term and Termination of ESA Service. The initial term for use of the ESA Service shall run concurrently with the three-year initial term of the LA County contract with Contractor for the OARRS Project. If County desires to continue use of the ESA Service beyond the initial three-year term, it may do so by notifying Contractor and paying the then-current annual renewal fees corresponding to the ESA Service. If County decides to not continue the ESA Service after the initial three-year term, the ESA Services shall terminate and all County's rights with respect to the ESA Service shall automatically end. At any time during the initial three-year term, or any renewal thereafter, Contractor may terminate County's rights to use the ESA Service, effective on delivery of written notice of termination, if (a) Contractor believes County has misused the ESA Service or poses a threat to misuse the ESA Service; (b) Contractor believes County's actual or potential use of the ESA Service is inconsistent with Contractor's views as to purpose of the ESA Service; (c) Contractor believes County's active status poses a risk to Contractor or any other person or entity's business, reputation or security; or (d) Contractor elects to stop or materially change the ESA Service.**

ATTACHMENT 2

NC4 Functionality (as added from pages 14 thru 31 from NC4 Proposal)

NC4 R9 Functions

- **Event/Incident Management:** NC4 R9 provides a complete event/incident management capability. The incident report form captures critical information such as location, name, status, and time of the incident. The incident report also provides time/date/author stamped situation summary updates to the incident and logs all modifications or updates made to the report. Emergency managers can also keep track of incidents by looking at the NC4 R9 map, which plots all incidents reports as color and shape-coded icons defining its type and status. Clicking on the icon brings you to the detailed incident report.
- **Planned Events/Activities Management:** NC4 R9 also tracks planned events and activities. Event managers can post scheduled activities and events and monitor their progress. Examples of planned activities are protest marches, political rallies and conventions, major sporting events, and major trade meetings. Some of the data elements captured are status, prognosis, start and end times, lead agency, and critical issues. Planned activity reports can be posted to the NC4 R9 map.
- **Asset and Resource Tracking:** NC4 R9 provides the ability to inventory, track, assign, deploy, stage and geo-locate all assets. Reports allow you to track your assets by type, owner, assigned to, status, etc. Assets can be shown on a map, with the icon defining its type and status. Clicking on the icon brings you to the detailed asset report. Assets can be requested via Resource requests, which incorporate workflow, approvals, status and resource cost tracking. Provides better allocation of resources and improved overall response.
- **Organization and Staffing Charts:** NC4 R9 allows creation of organization charts and staffing charts. Staffing charts can be used to plan and document operations center and command post staffing.
- **Directories:** The NC4 R9 Directory database provides contact management capability within NC4 R9. Contact information can be maintained for both system users and non-users. Access to contact records can be limited to protect the confidentiality of the contacts. The directory is built from the Personal Profile for each user, which includes their name, what organization they are assigned to, their position, their agency, contact information, notification preferences and skill sets. The skill sets component ensures that, during an emergency, individuals with requisite skills can be easily identified, located and assigned. Profile links identify whoever created or modified any NC4 R9 report.
- **Recovery Case Management:** NC4 R9 provides a single document case management capability so that individuals eligible for assistance from multiple sources and the sources that provide them have a single, unified record to control disbursement of goods and services. In addition, the case management function can

be tied back to other victim records like assessor's data, health information, criminal history, etc.

- **Planning and Action Plans:** The NC4 R9 Action Planning module is a powerful tool for implementing pre-existing and on-the-fly action plans. It allows you to identify objectives or missions, assign tasks and sub-tasks in support of those objectives and then monitor the status of those tasks to ensure their timely completion. Tasks and sub-tasks can be related to a planned activity, action plan, incident or event. Progress of tasks can be monitored by date/time, task, responsible organization, related incident or resource, and has text fields allowing for comments.
- **Action Planning Templates:** NC4 R9 allows you to pre-create Incident Action Planning templates based on your response plans or SOP's. These can be created for specific incident types and stored in the system. Then, when an incident occurs, users can automatically generate a fully populated set of tasks and subtasks based on these pre-created templates. NC4 R9 also allows for the attachment of detailed SOPs.
- **Situation Reporting:** NC4 R9 provides a robust and comprehensive situation reporting capability. This capability was used to track the situation, status and costs of 150 federal, state, local, non-profit and utility organizations during the 9/11 WTC response and recovery. NC4 R9 gives you the ability to create detail reports and summary views by agency and jurisdiction. NC4 R9 SitReps can capture both individual and public assistance costs and roll these up by event, agency and jurisdiction for cost reimbursement purposes. These summary reports provide a comprehensive assessment of the overall situation.
- **Duty Logs:** NC4 R9 provides comprehensive functionality for creating, updating and viewing duty logs.
- **Law Enforcement/Intel:** A unique feature in E Team is the ability to track and manage tips and leads. This feature is used by Intelligence Sharing and Analysis Centers and Fusion Centers across the US. Supporting local law enforcement agencies also use the report to share tip information or to request assistance from the state centers. The TIP Submission Report is a very robust report that allows the user to document very detailed information regarding:
 - Target Threats
 - Suspects of Interest
 - Sources of Information
- **Intelligence Reports:** The Intelligence Threat Reports are designed to provide both summary and detailed information on terrorist threats. The Intelligence Summary provides a high level summary of threats and provides links to more detailed information about threats to locations and about terrorist organizations. The Location Intelligence Reports provide threat information specific to a location. The Entity Intelligence Reports provide information about specific terrorist organizations and provide links to members of those organizations. The Biography Intelligence Report provides information, including pictures if available, on known terrorists. Law Enforcement can also use the Entity and Biography reports to track gang activity and members.

- **Corporate Situation Report:** The Corporate Situation Report is designed to receive information from major private employers within an area impacted by a disaster. The information provided by this report is useful in analyzing the economic impact of a disaster.
- **Public Information Report:** The Public Information Report is designed to coordinate the release of information between key agencies and officials. Use of this report helps alleviate the embarrassing problem of senior officials releasing contradictory information during an emergency. This report is fully workflow enabled with editing, comments, approval and automatic posting to a public website.
- **Infrastructure Reports:** The NC4 R9 Infrastructure module tracks the status of your critical infrastructure elements. They provide a status overview of all your facilities or systems, and the ability to quickly get detailed information when needed. All infrastructure elements can be posted to the NC4 R9 map, with type and status indicated by shape and color of the dynamic icon. This allows you to monitor the status of your critical infrastructure elements, in real time, on a map. Clicking on an icon brings up the detailed status report on that infrastructure element. The following Infrastructure reports are supported: hospitals, shelters, utilities, facilities, road closures and mass transit.
- **Integrated Modeling:** Modeling and simulation tools can provide invaluable information to emergency response personnel. In the past, the output of these models has not been available to personnel in the field or at multiple EOCs and command centers. With NC4 R9, model outputs can be accessed by all authorized users as map overlays and tabular data. Models produced by programs such as the Consequence Assessment Tool Set (CATS) can be requested within NC4 R9, and the resultant predictions made accessible to everyone to use. Requires integration at the GIS layer.
- **Reference Section:** NC4 R9's reference section is ideal for posting, updating and disseminating plans, procedures, checklists and other related information. Links to other emergency management information are also supported. Users can access these reference materials with a browser from any PC with access to NC4 R9. Users can open these reference materials in a separate window and have them always available for reference as they perform their duties.
- **Real Time Messaging:** NC4 R9's Real Time Messaging gives users the ability to communicate and exchange messages online in real time with other groups or individual NC4 R9 users logged into the system. It also allows users to send targeted alerts to one or more NC4 R9 users and request a confirmation of receipt.
- **Call Center Tracking:** This module allows customers to receive and enter calls from any source, assign them to the appropriate agency, department or individual for processing or resolution, and track them through to resolution. It can also act as a general messaging center during activations.
- **Continuity of Operations (COOP) Reporting:** This module enables COOP reporting according to HSPD 7 and FPC 65 guidelines. Allows customers to comply with Department of Homeland Security (DHS) COOP reporting requirements. Suitable for all levels of federal executive branch departments, agencies, and independent

organizations, Includes capability to geo-locate, notify necessary staff, add attachments and electronically submit to DHS.

- **Donations Management:** This module enables jurisdictions or agencies to track donations flowing into a disaster area. It also allows them to use the NC4 R9 GIS capability to schedule and route donations pickup. Finally, once received, it automatically updates the resources database with the donated resources.
- **Volunteer Management:** This module enables jurisdictions or agencies to track and deploy volunteers. It tracks contact information, skill sets, experience, training and certifications. It also tracks each deployment of the volunteer, including location, disaster, assignment and performance.
- **Analysis and Reporting Engine (ARE) Reporting Tool:** NC4 R9's Analysis and Reporting Engine (ARE) is a software tool set that provides the client with the ability to shape, analyze, and distribute their NC4 R9 operational data. Users can view high-level snapshots of the key indicators necessary to manage an incident. At-a-glance dashboard views include the status of open incidents, shelter status, hospital status, and outstanding resource requests. This decision support tool provides insight into areas that require prioritization, assisting managers to make intelligent decisions from the wealth of detailed NC4 R9 data captured during an event that is transformed into actionable information.
- **Custom Forms Builder (CFB):** The NC4 R9 Form Builder module provides customers the ability to quickly create custom forms, define data elements within the form and deploy forms to NC4 R9 users. Forms can be created to handle any type of dynamic data requirements that can occur during large events and disasters. In addition to new forms, users can add data elements (fields) to existing NC4 R9 forms. The form builder will provide users a graphical user interface for creating form templates. The ability to define and validate data elements on the form includes text boxes, dropdown lists and dates. Custom forms will have the ability to include core components of the NC4 R9 application, including geo-location, notification, access control and target alerts. The NC4 R9 Custom Forms Builder is very easy to use, allowing users to create simple data entry forms in minutes. More complex forms such as FEMA or State reimbursement forms can be built in a couple of days.

Support for SEMS, ICS and NIMS

NC4 R9 provides a flexible framework that facilitates government and private entities at all levels working together to manage domestic incidents. This flexibility applies to all phases of incident management, regardless of cause, size, location, or complexity. The application follows the IT principles of NIMS, allowing for scalability, interoperability, development of the Common Operating Picture, resiliency and redundancy. Some of the operational specifics include: ICS forms, Consolidated IAP development, NIMS resource management typology, ability to utilize the DHS approved common data standards (EDXL, CAP).

NC4 R9 is structured to support operations along the organizational roles defined by the California Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS) and the Incident Command System (ICS). NC4 R9 includes ICS forms, which can be linked to an incident, distributed and

printed. It can be used to implement SEMS/NIMS processes and methodologies. You can configure NC4 R9 to use SEMS/NIMS terminology, organize your EOC around the SEMS/NIMS functions and roles, and implement mutual aid processes and methodologies for resource requests and fulfillment. Organization charts, staffing charts and position checklists can be set up and configured to support SEMS/NIMS roles and their implementation on an ongoing or per-activation basis. **Workflow associated with situation reports, resource ordering and fulfillment, action planning and public information reports can be configured to support the different functional roles defined by SEMS/NIMS.** NC4 R9 also provides organizations with tools that help them standardize their terminology and practices, which are the cornerstone of any successful SEMS/NIMS implementation.

This capability was demonstrated in NYC after 9/11 when 1700 users from 150 agencies were able to successfully work together with very little training and time to work out the processes and methodologies. **NC4 R9's flexibility allowed most agencies to operate under the ICS structure while other agencies, primarily federal, operated under FEMA's ESF structure.** Yet all organizations were able to follow common processes and methodologies for incident reporting, situation reporting, and resource ordering, tasking and fulfillment.

Operations: NC4 R9 provides the full spectrum of forms, views, reports, and connectivity necessary to manage the collection, recording, collating, consolidation and distribution of information. These forms and reports include message logs, incident reports, event reports, medical incident reports, alert bulletins, hospital reports, shelter reports, utility reports, road closures, facility and other infrastructure reports, situation reports, public information reports and duty logs. Views sort and collate this information to make it easy to prioritize; and easy for agencies and jurisdictions to find information critical for their particular needs. **Armed with this information, operations staff can focus on responding to the event and getting the right information to the right people at the right time.**

Planning and Intelligence: The capabilities mentioned above for Operations ensure that **Planning and Intel staff have easy, sorted and prioritized access to the information they need to do their job.** NC4 R9 also gives them the tools needed to manage the analysis of information, assess the results, and provide advice on further action, likely consequences, risks and issues, and decisions required. These tools include an Action Planning module, reference information, available modeling and simulation information (both real-time and historical), and tools to collaborate with other agencies and jurisdictions.

Logistics: NC4 R9 provides robust modules for both resource ordering and resource tracking. These modules help logistics staff manage and coordinate the allocation and distribution of resources. The Resource Request module can fully implement and support resource mutual aid agreements and processes. It allows agencies and jurisdictions to **order resources, route requests to the appropriate agency or jurisdiction, approve requests and deployments, split requests among available providers, track the status of fulfilling the request, and track the costs associated with the response effort.** The Critical Asset module allows Logistics staff at all agencies and jurisdictions to **inventory resources within the NC4 R9 system, monitor the status of those resources, and allocate those resources where they are most**

needed. Combined, these two modules help Logistics staff to get the right resources to the right place at the right time.

Management/Director: The capabilities mentioned above for Operations ensure that the Director has easy, sorted and prioritized access to the information needed to do their job. NC4 R9 also gives them the tools needed to **oversee EOC operations, coordinate activity in their area, authorize public information and situational report distribution, and advise the next higher jurisdictional levels.** NC4 R9 does this by providing them high-level summary views showing the big picture for their area, while giving them the ability to quickly find and drill down to detailed information. NC4 R9 provides this big picture and detail drill-down from both tabular views and maps. NC4 R9 also provides the workflow necessary to coordinate activity and approve and otherwise authorize the release of information. NC4 R9 also provides summary report templates to allow them to report to and advise higher levels of government.

Administration: The capabilities mentioned above for Operations ensure that Administration staff have easy, sorted and prioritized access to the information needed to do their job. NC4 R9 also gives them the tools needed to perform the tasks involved in collecting, processing and disseminating information, and supporting the smooth functioning of the EOC. Jurisdiction and Agency situation reports, as well as resource request reports allow Administrative staff to **track the costs of the response effort.** Easy to use staff charts and organization charts allow Administrative staff to **staff and track EOC personnel by shift and day.**

Full GIS and Mapping Functionality

NC4 R9 provides full GIS and mapping functionality using NC4's new Atlas mapping module. Atlas was designed primarily to run with ESRI's ArcGIS 9.3 Geographical Information System (GIS). Atlas can leverage ESRI ArcGIS 9.3 geospatial data as well as support other formats including Web Mapping Service (WMS), KML and GeoRSS.

Users can display maps detailing the location, type and status of events, incidents, resources, facilities, hospitals, shelters, road closures, etc. using dynamic icons. Atlas, combined with ESRI's ArcGIS provides a powerful Internet map server. All reports with an identifiable geographical location can be geo-located by address, intersection, latitude/longitude, or by clicking on a spot on the map. When the user selects a map view, a map appears with icons at the locations cited in the reports. The icon colors indicate status, and their shapes define the type. Users can click on an icon to bring up the NC4 R9 report associated with that icon. Users can also mouse-over icons and see the name of the incident, resource, facility, etc. When viewing the map, a user can pan, scroll and zoom from the highest level down to detailed street layers. Additional map detail appears as the zoom level increases, and users have full control over map layers. NC4 R9 utilize your existing ESRI ArcGIS map services and data. **This means you can fully leverage your existing investment in maps and data.** NC4 R9 maps can be augmented with campus map layers and building floorplan layers generated from your existing CAD drawings. NC4 R9 also supports hand-drawn map overlays.

Atlas provides the following enhancements to the NC4 R9 GIS capability:

1. New Graphical User Interface (GUI)

Cleaner more functional GUI. The revised mapping module will retain all the functionality of the existing mapping module. It will offer additional features to support

new functionality, i.e. a radio button for the auto-refresh feature, and a toolbar for retrieving real-time GIS data from the Web.

2. Geo-Location – Search Integration

The new mapping module provides the ability to search for a set of reports based on predefined criteria and plot the results on a map. It also provides the ability to create buffer layers and query selected layers on the map. For example, a user can select an incident on a map and request that all critical infrastructures within two miles be plotted on the map. Also provides the ability to query data by spatial questions. This feature will require the customer to have the ESRI ArcGIS 9.3 spatial engine.

3. User Defined Icons

Enable the user to select icons for various Incident Types, Assets, etc. Also, provide the ability to drag and drop an icon onto the map. The user should have the ability to define icons for each report type in NC4 R9. These icons will be later displayed on the map identifying each report type.

4. Retrieve Real-Time GIS Data

- Ability to retrieve real-time GIS data using the ESRI data service, where this NC4 R9 mapping module will have a new embedded toolbar.
- On selecting any of the icons available, real-time GIS data will be retrieved and displayed to the user.
- Ability to access both GIS content and capabilities—on demand when needed—and eliminate the overhead of purchasing and maintaining large data sets.
- ESRI provides the ability to include client icons on any ESRI client which will enable the user to retrieve real-time GIS data using ESRI data services. This feature allows the user to retrieve real-time information from the Web (such as real-time weather maps).

5. Map Viewing

- Pan, move view, zoom in/out, automatically center the map view on a user-defined selections
- Resize the map view to best suit monitor size/resolution
- Select individual data layers and labels for map viewing
- Draw primitive objects and buffers
- Save and print maps and reports

6. Browser Application

- Large buttons with rollover name and tips.
- A subdivided Map View window border with eight Move Map buttons in 45 degree increments that shift the map when depressed.
- A Legend window that contains a scrolled listing of all data layers the individual user has access rights to view.
- A Legend window with a non-scrolling Refresh Map button at the top.
- Data layers in the Legend window that are grouped by subject matter.
- The option to turn on/off entire data layer groups or expand the group listing and turn on/off individual layers.
- The option to turn on/off labels for individual layers.
- The option to view metadata for individual layers.
- The ability to print the contents of the Map View window to a local printer, PDF file, or JPEG file.

- A Map Surround with a north arrow, scale bar, legend, date, and user-defined title.

7. Spatial Querying method to filter the results to be returned prior to running a spatial query.

- A method to display the spatial query results on the map.
- A method to export the spatial query results.
- A prompt to proceed or cancel before execution of a spatial query.
- A means to save the spatial query.
- A search, run, and display utility for saved spatial queries.
- A method to select the polygon on the map, draw a buffer, and query for the critical infrastructure, risks, and people.
- A method to report and display the critical infrastructure, risks, and people identified in the spatial query.
- A method to select on a map, draw a buffer, and query for the critical infrastructure, risks, and people.
- A method to select the polygon on the map and query for locations that are in or out of an area.
- The ability to create and display a summary report of data that has been selected in a user drawn polygon.

Incident Management

The NC4 R9 incident and event database provides a complete incident management capability. The Event report is used as a super-incident report, and all incidents related to that event are grouped or sorted by the event. **NC4 R9 displays all reports related to an event in one place, so users can quickly see the big picture for a response.** Users can then drill down to see details. NC4 R9 provides a date/time stamped running incident log. NC4 R9 allows managers to monitor the status of incidents as they are updated, and as new incident reports are created. The incident report form captures critical information such as location, name, status, and time of the incident. The incident report also provides the most recent updates of the incident and logs all modifications or updates made to the report. **Managers can also keep track of incidents by looking at the NC4 R9 map,** which plots all incident reports as color and shape-coded icons. NC4 R9 allows the user to:

- Keep a situation update log within the incident report called the "Situation Summary." This field automatically assigns the date, time and person who updated the report.
- View summary or all incidents/events or drill down to individual reports.
- View incidents/events by status, lead agency, date, location, type, etc.
- Record all changes to reports and log those changes into the history database.

The Incident database also tracks planned events and activities. Managers can post scheduled activities and events and monitor their progress by creating a "Planned Activity Report." Examples of planned activities are protest marches, political rallies, graduations, a major sporting event etc. Some of the data elements captured are status, prognosis, start and end times, lead agency, and critical issues. Planned activity reports can be posted to the NC4 R9 map.

Resource Management

The NC4 R9 Critical Asset database provides a robust resource inventory and management capability. This allows you to **maintain a current inventory of available resources**. The Critical Asset report provides the following information about the resource: Availability (Status), Owner, Location (all assets can be geo-located on the NC4 R9 map), Description (type of asset), Current quantity, asset id, who the resource has been assigned to, related resource requests, related Activity/event/incidents, comments, and contact information. As a resource is assigned and its status is updated, the quantity of the resource in the prior status state is automatically decremented. Reports of available resources are available to all users via a browser interface. Resources can be sorted by type, availability, owner, location, who assigned to, and related event or incident. As resources are allocated and assigned using the NC4 R9 Critical Asset database, the product **automatically displays the resources currently assigned to each event**.

You can also **view the current inventory of available resources on a map**. NC4 R9 allows the user to geo-locate assets and track their availability, type and location on the situation map. Resources are designated by icons on the map. The icon shape indicates the resource type, while the icon color designates its availability. Clicking on the icon for an asset opens up the asset report.

The Resource Request form is designed to facilitate the complex task of requesting and deploying resources. The **Resource Request Form allows users at an agency or a command post to request resources and then forward that request to the next agency in their mutual aid chain of command**. This application takes into account that a request may have to be passed through several agencies, often at different levels of government before it finally reaches an agency that can actually provide the resource. The process is not complete until the resource actually arrives on scene, so the NC4 R9 application can also be used to track the deployment of the resource.

Action Planning and Tasking

The NC4 R9 Action Planning module allows the user to create tasks and sub-tasks, assign those tasks, and track their progress to completion. This is a powerful tool for **identifying objectives or missions, assigning tasks in support of those objectives and then monitoring the status of those tasks to ensure their timely completion**. Tasks and sub-tasks can be related to a planned activity, action plan, incident or event. Progress of tasks can be monitored by date/time, task, responsible organization, related incident or resource, and has text fields allowing for comments.

NC4 R9 also allows you to pre-create Incident Action Planning templates based on your response plans or SOP's. These can be created for specific incident types and stored in the system. Then, when an incident occurs, **users can automatically generate a fully populated set of tasks and subtasks based on these pre-created templates**.

Situation Reports

NC4 R9 provides a robust and comprehensive situation reporting capability. **This capability was used to track the situation and status of 150 federal, state, local, non-profit and utility organizations during the 9/11 WTC response and recovery**. NC4 R9 Situation Reports give you the ability to create detail reports by agency and

jurisdiction. NC4 R9 situation views give you the ability to create summary reports by agency and jurisdiction. These summary reports provide a comprehensive assessment of the overall situation. These summary reports are ideally suited to the needs of executive level managers, elected officials and the media. There are five reports within this section of NC4 R9:

- **Jurisdiction Situation Report**

The Jurisdiction Situation Report is designed to summarize key information found in other areas of NC4 R9. The focus of this report is to present information in a summary format for a particular political jurisdiction such as a state, county or city. The report focuses on the “big picture” such as the number of buildings destroyed, whether there has been a declaration, and the fiscal impact of a disaster. This report is ideally suited to the needs of senior executives and elected officials.

- **Agency Situation Report**

The Agency Situation Report is designed to capture information related to the overall capabilities and fiscal expenditures of a specific agency during a disaster. This report is useful for developing a big picture perspective of the impact of a disaster on an agency’s ability to perform response operations. Additionally, the report provides a foundation for determining the fiscal impact of responding to and recovering from a disaster.

- **Intelligence Threat Reports**

The Intelligence Threat Reports are **designed to provide both summary and detailed information on terrorist threats**. The Intelligence Summary provides a high level summary of threats and provides links to more detailed information about threats to locations and about terrorist organizations. The Location Intelligence Reports provide threat information specific to a location. The Entity Intelligence Reports provide information about specific terrorist organizations and provide links to members of those organizations. The Biography Intelligence Report provides information, including pictures if available, on known terrorists. **Law Enforcement can also use the Entity and Biography reports to track gang activity and members.**

- **Corporate Situation Report**

The Corporate Situation Report is designed to receive information from major private employers within an area impacted by a disaster. The information provided by this report is useful in analyzing the economic impact of a disaster.

- **Public Information Report**

The Public Information Report is designed to coordinate the release of information between key agencies and officials. Use of this report helps alleviate the embarrassing problem of senior officials releasing contradictory information during an emergency. This report is fully workflow enabled with editing, comments, approval and automatic posting to a public website.

- **COOP Reporting for US Federal Government Agencies**

This module enables COOP reporting according to HSPD 7 and FPC 65 guidelines. This allows customers to comply with Department of Homeland Security (DHS) COOP reporting requirements. Suitable for all levels of federal executive branch departments, agencies, and independent organizations, Includes capability to geo-locate, notify necessary staff, add attachments and electronically submit to DHS

- **Infrastructure Reports**

The NC4 R9 Infrastructure module tracks the status of your critical infrastructure elements. They provide a status overview of all your facilities or systems; and the ability to quickly get detailed information when needed. All infrastructure elements can be posted to the NC4 R9 map, with type and status indicated by shape and color of the dynamic icon. **This allows you to monitor the status of your critical infrastructure elements, in real time, on a map.** Clicking on an icon brings up the detailed status report on that infrastructure element. The different types of Infrastructure reports are as follows:

- **Hospital Report**

Hospital reports are designed to track a hospital or medical facility's ability to accept and treat victims of an emergency. Some of the critical data elements collected are capability to accept victims, number of personnel available broken out by specialty, bed space available broken out by type, and contact information.

- **Shelter Report**

Shelter reports are designed to assist organizations in the complex task of managing multiple emergency shelters. The report accomplishes this task by capturing critical information on individual shelters. Some of the data elements captured are status of shelter, number of people sheltered, remaining capacity, location, special services available and contact information.

- **Utility Report**

Utility reports are designed to track the status of utility service for a specific geographic area. Some of the critical data elements collected are over all status, number with out service, cause of disruption and contact information.

- **Facility Report**

Facility reports are designed to track the status of critical facilities that may be affected by an emergency. Some of the critical data elements collected by the report are name of facility, status, contact information and estimated damage.

- **Road Closure Report**

Road Closure reports are designed to track the status of roads and the effect that damage or disruptions may have on traffic flow. Some of the critical data elements collected are over name of road, directions closed, cause of closure and contact information.

- **Transit System Report**

Transit System reports are designed to track the status of mass transit systems. Some of the critical data elements collected are overall status, number of commuters effected, estimated time of restoration and contact information.

Interoperability with Other Organizations

NC4 R9 provides several options for exchanging information with other organizations. First, NC4 R9 is so easy to scale up in a disaster that users from any other organizations involved in a response can be **given seats on your NC4 R9 system in real time**. This option was used for the NYC 9/11 response, and is the **easiest and most common method to give multiple organizations a common operational picture**. In New York, over 150 federal, state, local, utility, private and non-profit organizations used the NYC NC4 R9 system. NC4 R9 provides many tools to facilitate response operations and ensure security when multiple organizations use one NC4 R9 system.

Second, NC4 R9 allows users to intercommunicate and share information between multiple NC4 R9 systems. **This NC4 R9 to NC4 R9 capability provides the only true agency to multi-agency interoperability in the industry**. NC4 R9 allows appropriate information to be shared in a horizontally and vertically integrated environment; with each organization having its own NC4 R9 system. This “out of the box” capability includes the following features:

- One to many and many to one (agency to multi-agency)
- Notification upon receipt
- All shared documents are automatically updated on all linked systems whenever they are modified by the ‘owner’ organization
- Transfer any document’s ownership to another NC4 R9 system (organization)

Since CalEMA is using NC4 R9, the County will be able to take advantage of this “out of the box” interoperability with the CalEMA RIMS system. Third, since NC4 R9 is Web Services, XML, CORBA and ODBC compliant, NC4 R9 supports integration with any modern EM systems. To further accelerate interoperability in the industry, NC4 is working with the Federal government to implement EDXL standard interfaces with other EM systems. The County will be able to take advantage of NC4 R9’s EDXL integration functionality by the end of Q1’10.

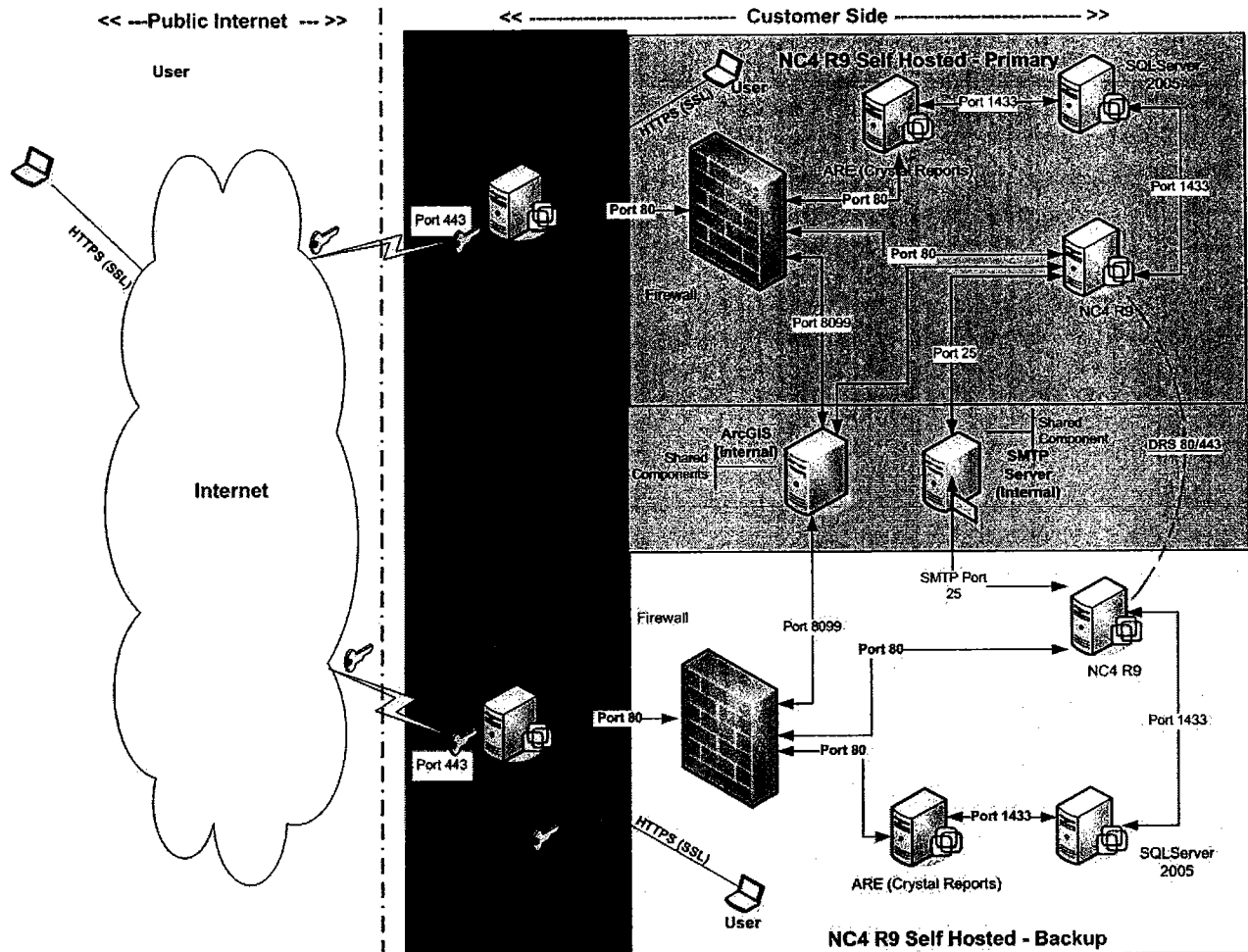
ATTACHMENT 3

NC4 updated D.2 System Diagram and Configuration

Updated System Diagram and Configuration for VM environment

Updated diagram using VMWare virtual server stencils

See the updated list of hardware memory and CPU allocations in Attachment 4



Disaster Recovery (DR) Recommendations

NC4 recommends the DR site be located apart from the primary site. The DR site's network infrastructure should be completely independent from the primary's one. The DR site should use a different telecom provider if possible to ensure redundancy. A VPN tunnel (or a dedicated communication line) between the two sites will be used for data replication (DRS). In an event of a failure of the primary site, R9 users are automatically re-routed to the DR site (via the global load-balancers) in which NC4 R9 is already operational with a copy of the primary database previously synch'ed up by DRS. Once the primary site is brought back on-line again, DRS will automatically re-sync the primary databases from the DR site. The use of DRS eliminates the need to use SQL Server replication. DRS is configured via a web page in the Administration section of NC4 R9.

Additional Port Information

External ports to be opened to access NC4 R9 from outside of the internal network: 443 and/or 80

Internal ports to be opened:

 SQLServer VM: 1433 (or a custom port if so choose)

 ArcGIS: 8099

 NC4 R9: 80/443 for DRS

NC4 R9 connection to SQLServer 2005 will be via JDBC while the connection from ARE (Crystal Reports) to SQL Server 2005 will be via ODBC.

ATTACHMENT 4

NC4 System Configuration

NC4 is proposing the following software and hardware configurations, based on how many concurrent users the County intends to support. Since NC4 R9 is modular and scalable, the County can elect to deploy on one of the smaller configurations and then scale up as needed. The license proposed for the OARRS NC4 R9 system is for an unlimited number of users on an unlimited number of servers.

Software

NC4 R9 includes the following provided software:

- NC4 R9 Enterprise
- NC4 R9 Analysis and Reporting Engine (ARE) Enterprise (powered by Crystal Reports Server XI R2)
- NC4 R9 Custom Form Builder
- NC4 R9 Custom Dashboard Builder (powered by SAP/Business Objects Excelcius)
- NC4 R9 Atlas Mapping module (designed for use with the ESRI ArcGIS 9.3 GIS server)
- IBM HTTPS Web Server 6.1 (powered by Apache)
- JBOSS Application Server 4.0.1 SP1

Other Required Software (provided by the customer):

- Microsoft SQL Server 2005 Standard Edition, 64-bit, SP3; or Oracle 11g
- Microsoft Windows 2003 Standard Edition, R2 32-bit and 64-bit Server Operating Systems

Hardware

For up to 500 concurrent users:

- Tier-1 - Web server: One server with two dual-core CPUs or one quad-core CPU, 4G of RAM, RAID 10 for 72G @ 15K RPM
- Tier-2 - NC4 R9 server: One server with two dual-core CPUs, 6G of RAM, RAID 10 for 72G @ 15K RPM
- Tier-2 – Reporting server: One server with two dual-core CPUs or one quad-core CPU, 4G of RAM, RAID 10 for 72G @ 15K RPM
- Tier-3 - DB server: One server with two dual-core CPUs, 8G of RAM, RAID 10 for 72G or higher @ 15K RPM

For up to 1000 concurrent users:

- Tier-1 - Web server: One server with two dual-core CPUs, 4G of RAM, RAID 10 for 72G @ 15K RPM
- Tier-2 - NC4 R9 server: One server with two quad-core CPUs, 8G of RAM, RAID 10 for 72G @ 15K RPM
- Tier-2 – Reporting server: One server with two quad-core CPUs, 4G of RAM, RAID 10 for 72G or higher @ 15K RPM

- Tier-3 - DB server: One server with two quad-core CPUs 8G of RAM, RAID 10 for 72G or higher @ 15K RPM

For up to 2500 concurrent users:

- Tier-1 - Web server: One server with two quad-core CPUs, 4G of RAM, RAID 10 for 72G @ 15K RPM
- Tier-2 - NC4 R9 servers: Two servers with two quad-core CPUs, 16G of RAM, RAID 10 for 72G @ 15K RPM
- Tier-2 – Reporting server: One server with two quad-core CPUs, 4G of RAM, RAID 10 for 72G or higher @ 15K RPM
- Tier-3 - DB server: One server with two quad-core CPUs 16G of RAM, RAID 10 for 72G or higher @ 15K RPM

ATTACHMENT 5

NC4 Virtual Requirements

Hardware using VMs:

For up to 500 concurrent users:

- Tier-1 - One Web server VM with 2 cores, 2G of RAM, 40G of disk space
- Tier-2 - One NC4 R9 VM with 4 cores, 4G of RAM, 72G of disk space
- Tier-2 - One ARE (Crystal Reports) VM with 4 cores, 4G of RAM, 72G of disk space
- Tier-3 - One DB VM with 4 cores, 4G of RAM, 72G of disk space (250G if backups are initially stored locally)

For up to 1000 concurrent users:

- Tier-1 - One Web server VM: 2 cores, 4G of RAM, 72G of disk space
- Tier-2 - Two NC4 R9 VMs each with 4 cores, 4G of RAM, 72G of disk space
- Tier-2 - One ARE (Crystal Reports) VM with 4 cores, 4G of RAM, 72G of disk space
- Tier-3 - One DB VM with 4 cores, 8G of RAM, 72G of disk space (250G if backups are initially stored locally)

For up to 2500 concurrent users:

- Tier-1 - One Web server VM with 4 cores, 4G of RAM, 72G of disk space
- Tier-2 - Four NC4 R9 VMs each with 4 cores, 4G of RAM, 72G of disk space
- Tier-2 - One ARE (Crystal Reports) VM with 4 cores, 4G of RAM, 72G of disk space
- Tier-3 - One DB VM with 8 cores, 8G of RAM, 72G of disk space (250G if backups are initially stored locally)

ATTACHMENT 6

NC4 Road Map Commitment

County GIS requested NC4 for the following clarification and commitment:

1. When will NC4 be able to use "IDENTIFY" function on ESRI ArcGIS 9.3 map services?
2. When will NC4 be using "GEOCODING TOOLS" from ARCGIS 9.3 or higher?
3. NC4 currently uses latitude and longitude to store and display maps. County standard projection is State Plane Zone V, NAD83, US Feet. County GIS requests that NC4 provide a method to enable the two systems to be reconciled to display properly, which might include storing the information inside NC4's software with this XY coordinate system. If NC4 is unable to provide a method for reconciling the two projections in their software, there will be an additional cost to the County to set up and maintain an additional copy of the map systems in Latitude Longitude.
4. We observed during the GIS demo, when County maps were added on the fly to NC4's system, the "Export Map" command was used. County GIS is requesting confirmation that NC4 software will be able to use pre-drawn (i.e. cached) map systems which are faster, and can support more users.

NC4 Response:

The NC4 approach to the R9 Mapping Client is to fully leverage the ESRI ArcGIS Server 9.3 platform. The core of the R9 Mapping Client is to integrate data from the R9 application with ArcGIS 9.3 Server capabilities. NC4 has leveraged the ESRI JavaScript API library to make requests and retrieve data from ArcGIS Server. NC4 opted to use the OpenLayers API for user interface and other functionality not related to ESRI ArcGIS Server.

NC4 will release the new R9 Mapping Client in our March 2010 R9 GA Release and deliver additional functionality specified in the LA County OARRS RFP response and the 4 items referenced above by the end of April, 2010. There are other NC4 customers that will be using pre-GA versions of the Mapping Client prior to March, so LA County will not be the first user. NC4 will specifically address the 4 GIS items above as follows:

1. NC4 will support an 'Identify' function based on ArcGIS 9.3 map services very similar to the Identify feature in the LA County Census HTC Viewer that was shown to us in the recent meeting with LA County GIS.
2. NC4 is currently building integrated geo-coding tools based on ArcGIS 9.3 into R9 for a December delivery for a large federal contract. This capability will be part of the LA County delivery in April 2010.

3. Currently the R9 Mapping Client only supports the WGS-84 coordinate system (EPSG 4326). NC4 has researched the capability to support State Plane projections and will be building this capability into the April delivery for LA County. The design we are working on will allow the Mapping Client to have configuration parameters that specify the Spatial Reference code being used. The Mapping Client will include a global configuration dialog where the R9 administrator can enter the appropriate Spatial Reference code (e.g. 2229 for State Plane Zone V). Since there are numerous possible State Plane projections, NC4 will commit to QA support only for State Plane Zone V for the April delivery. NC4 also plans to support Web Mercator projections in the same manner (e.g. by specifying Spatial Reference code 900913 in the configuration dialog). NC4 will be able to support vector data only (not images) in this re-projection capability.
4. NC4 will support Cached/Tiled maps residing on the ArcGIS 9.3 server in the April release. NC4 will add a feature to the configuration of base maps and map layers that will allow the user to select a radio button indicating whether the map service is either Tiled/Cached or Dynamic/Export.

In addition to these 4 items, the April delivery for the NC4 R9 Mapping Client will support the other features specified in our LA County OARS RFP response including Geo-Spatial Queries such as selecting the polygon on the map, draw a buffer, and query for the critical infrastructure within the ArcGIS map layer.

NC4 is committed to working closely with ESRI on future releases and enhancing the R9 Mapping Client while continuing to offer a fully integrated ArcGIS Server capability for emergency management.

Exhibit E

MAINTENANCE AND SUPPORT

Maintenance and Support

So long as the County's maintenance and support fees are kept current, Contractor shall provide support and maintenance services (collectively "Maintenance Services") to County for the System in accordance with Paragraph 13 of the Agreement and this Exhibit E. Contractor may, in its sole discretion, discontinue maintenance and support services if maintenance and support fees are not current.

Deficiencies that occur during the maintenance term will be resolved in accordance with the Severity Level Definitions set forth below at this Exhibit E. Contractor shall have no obligation for correction of Deficiencies if the System or Software has been (i) used other than in accordance with this Agreement or the Specifications and Documentation; (ii) modified by a party other than Contractor, or (iii) combined with hardware or software not identified in the Specifications as being compatible with the System Software.

Contractor will provide the County with 24 x 7 technical support for the System Software. Telephone support shall be available to not more than twenty (20) named callers. The County will provide to Contractor and will be responsible for maintaining and updating to Contractor a list of the County named callers. Support will be handled remotely to the extent possible. If after attempting in good faith to resolve a software issue remotely, the problem is not resolved, Contractor will travel onsite at no charge to assist in resolving the issue. County agrees to provide remote access to Contractor as needed to enable Contractor to provide telephone support services. To the extent practical, Contractor shall provide County 24 hours notice if remote access is required

Support shall not include installation of upgrades or modification or customization of upgrades, problems not attributable to the System Software, or problems arising from County's actions to cause an error in the System Software, which shall be billed at Contractor's then-current professional services rates, plus any travel expenses incurred. Onsite installation of upgrades or modification or customization of upgrades is available by special arrangement, and will be billed at Contractor's then-current rates, plus travel expenses. If County requests on-site support services, County agrees to grant Contractor access to its facilities and personnel to provide such support services, and reimburse Contractor for travel and related expenses.

NC4 R9 Customer Support Policy

The NC4 R9 Help Desk number is: 800-209-2312.

The following conditions apply only if and when NC4 is allowed remote access to Licensee's NC4 R9 server. Licensee will identify, in writing, up to twenty (20) authorized Points of Contact as individuals who may contact NC4 for emergency assistance by above telephone. No other contacts will be recognized by NC4. The County's Project Manager will maintain and provide to NC4 a list of County authorized contacts.

SERVICE LEVEL DEFINITIONS:

Level 1 Support provides the following services:

- Initial point of contact with customer and ability to resolve usability and simple administrative issues such as:
 - Forgotten ID's and passwords
 - Account expiry issues (ID and password changes)
 - Day-to-day use of the NC4 Software
 - Connectivity issues including LAN and Internet access
- Initial triage of the support request to determine the next level of support, if required. LA County will notify NC4 that the issue has been vetted through LA County's internal process. County will request severity level support based on NC4's severity level definitions below.
- Logging the call and tracking its progress through to resolution

Level 2 Support provides the following services which includes a more detailed understanding of the inner workings of the application:

- Additional contact with the customer to continue to triage the support request and resolve items such as:
 - Data issues including integrity and accuracy
 - Problems with the map layer links
 - Problems with included third-party components
 - Server imbalance
 - Performance issue
- Interface with Level 3 support team to help identify a solution

Level 3 Support services provide code level changes to the application

- Identification and resolution of a software failure which requires a patch or fix
- Provide assistance to level 2 support to identify problems and provide solutions that can be applied without code changes

SEVERITIES:

Severity 1 High Priority Critical All Require an After Action Report (AAR)	Definition: System unavailable for use. To report a severity 1 problem or to submit a severity 1 service request, the customer must provide two contact names (primary and backup) and their phone numbers before the request is accepted as severity 1. Example of severity 1 problems / service requests: <ul style="list-style-type: none">• NC4 R9 primary and backup systems are down• Collectively unable to logon during an activation• Data corruption or other failures which cause the NC4 R9 application to become unusable
Response Time	All severity 1 problem reports or service requests will be responded to within 2 hrs. This type of request is available 24x7. NC4 will provide the status of the work request every hour on the hour via telephone or e-mail to the customer via the contact points mentioned above. Status will include an update to the Resolution Commitment Time.
Resolution Time	As the resolution time is dependant on the type of problem or request, it cannot be determined in advance. NC4 support team will work 24 hrs a day, 7 days a week until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, NC4 will provide Licensee with a resolution time ("Resolution Commitment Time").

Severity 2 Medium Priority	Definition: Major function down or not working as expected. Example of Severity 2 problems / service requests: <ul style="list-style-type: none"> • Primary system down but backup system working • System performs poorly • Data replication / data sharing not working but the local system is operational • NC4 R9 Notification is not working • Access control problem • NC4 R9 map is not working but the reports are working fine
Response Time	All severity 2 problem reports or service requests can be submitted to the Support Center 24x7. Sev 2 requests will be responded to within 4 hours. High priority Sev 2 requests will be worked on 24x7. High priority issues include the following: <ul style="list-style-type: none"> • Issues surfacing when the customer is activated or conducting exercise/training (Select "Activations / Exercise Notifications" as the InfoTrak category) • System Inaccessible • Notifications not going out (Select "Notifications" as the InfoTrak category) • Unable to logon to ASP (not a new ID request) (Select "Connectivity Problems" as the InfoTrak category) • 404 or 500 errors on pages (Select "Error Messages" as the InfoTrak category) • Missing data (Select "Function Failure" as the InfoTrak category) • Data sharing or data replication problems (Select "Data Sharing" as the InfoTrak category) <p>**Please remember to select the "High" priority when entering tickets into InfoTrak or reporting issues through email or phone.</p> <p>Other Sev 2 requests will be worked on during normal business hours (8am - 8pm Eastern Time). NC4 will provide the status of the work request on a daily basis at the beginning of each day via telephone</p>

	to the requester or by email. Status will include an update to the Resolution Commitment Time.
Resolution Time	As the resolution time is dependant on the type of problem or request, it cannot be determined in advance. The NC4 support team will work on the problem / request during normal office hours until the problem is resolved, unless it is marked as a High Priority item in which case it will be worked 24x7 until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, NC4 will provide Licensee with a resolution time ("Resolution Commitment Time").

Severity 3 Low Priority	Definition: Minor function down or not working as expected Example of Severity 2 problems / service requests: <ul style="list-style-type: none"> • Adversely affect (but not prevent) the accomplishment of an operational or mission essential function, but a workaround is available. Priority Three Defects do not include aborts or loss of data.
Response Time	All severity 3 problem reports or service requests will be responded to within 24 hrs. This type of request is only available between 5AM PST and 8PM PST. NC4 will provide the status of the work request every three days at the beginning of each day via telephone to the requester or by email. Status will include an update to the Resolution Commitment Time.
Resolution Time	As the resolution time is dependant on the type of problem or request, it cannot be determined in advance. The NC4 support team will work on the problem / request during normal office hours until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, NC4 will provide Licensee with a resolution time ("Resolution Commitment Time").

Exhibit F

SOURCE CODE ESCROW

(Agreement submitted by NC4)



SOFTWARE ESCROW AGREEMENT NO. 6262

FOR

E Team, Inc.

AND

NATIONAL SOFTWARE ESCROW, INC.



SOFTWARE ESCROW AGREEMENT

NUMBER 6262

This Escrow Agreement made as of this 31st day of August, 2001, among NATIONAL SOFTWARE ESCROW, INC., an Ohio Corporation, ("ESCROW AGENT") and E Team, Inc., a California Corporation, ("SOFTWARE DEVELOPER") and Multiple Users (hereinafter with its parent, and all subsidiaries and affiliated companies which it now or hereafter owns or controls, collectively referred to as ("SOFTWARE USER")).

WHEREAS, SOFTWARE DEVELOPER and SOFTWARE USER have entered into multiple License Agreements, pursuant to which SOFTWARE DEVELOPER has agreed to grant SOFTWARE USER a license to use, copy and distribute certain computer software programs (the "Programs") upon specified terms and conditions and,

WHEREAS the SOFTWARE DEVELOPER desires not to disclose the source code and related documentation for that program except upon certain specific terms and conditions and,

WHEREAS, to assure the continued availability and usefulness of the Programs, SOFTWARE DEVELOPER has agreed to establish and maintain in escrow the Source Code and documentation thereof,

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1.0 DEPOSIT OF SOURCE CODE

- 1.1 The SOFTWARE DEVELOPER agrees to deposit and the ESCROW AGENT agrees to accept the Source Code for the licensed Program(s) as described in Form 1.1, attached hereto and made a part hereof. In addition, from time to time hereafter, the SOFTWARE DEVELOPER will deposit with the ESCROW AGENT all necessary and appropriate improvements, revisions, enhancements, or updates for the Source Code so that, at all times, the Source Code will correspond with the Programs actually distributed to the SOFTWARE USER. The ESCROW AGENT will issue to the SOFTWARE DEVELOPER a receipt for the initial Source Code deposit and for each subsequent deposit.

"Source Code" means not only the Source Code as originally deposited, but all revisions, updates or improvements which relate to that original deposit as well as "Supporting Tools" as such term is defined in the License Agreement. It is agreed that only a copy of the Source Code need be deposited with the ESCROW AGENT and that this Escrow Agreement relates only to the copy of the Source Code in the possession of the ESCROW AGENT. Nothing in this agreement shall be interpreted to deprive the SOFTWARE DEVELOPER of any right, title or interest in the Source Code. However, this agreement will be construed to effectuate its major purpose which is to allow the SOFTWARE USER the continued benefit of the Programs if the SOFTWARE DEVELOPER fails to perform its obligation as stated herein and in the License Agreement.

1.2 SOFTWARE DEVELOPER represents and warrants that:

- A. The material described in Form 1.1 attached hereto constitutes the Source Code and documentation of the licensed Program(s) described in Form 1.1.
- B. The Source Code delivered to the ESCROW AGENT is in a form suitable for reproduction by computer and/or photocopy equipment, and consists of a full source language statement of the Program or Programs comprising the product and any existing Program maintenance documentation, including all flow charts, schematics and annotations which comprise the precoding detailed design specifications and all other materials necessary to allow a reasonably skilled third-party programmer to maintain or enhance the product without the help of any other person or reference to any other material.
- C. The SOFTWARE DEVELOPER will promptly supplement the Source Code with all revisions, corrections, enhancements, Supporting Tools or other changes so that the Source Code constitutes a human readable program for the current release of the license Program to which this trust agreement relates.

D. The source code delivered to the ESCROW AGENT includes all necessary materials to permit a reasonably skilled third party programmer to recreate executable version(s) of licensed Program(s) from the Source Code.

1.3 ESCROW AGENT shall hold the Source Code in a secure, climatized facility and shall release the same upon the conditions hereinafter provided.

2.0 DEFAULTS AND RELEASE FROM ESCROW

2.1 Any of the following will constitute a default by the SOFTWARE DEVELOPER of its obligation and responsibilities to the SOFTWARE USER.

A. The SOFTWARE DEVELOPER becomes insolvent, ceases operation, or otherwise becomes unable to support or maintain the application software.

B. The SOFTWARE DEVELOPER fails to make to ESCROW AGENT any payments required of SOFTWARE DEVELOPER to keep this Agreement in full force and effect, provided that the ESCROW AGENT shall notify the SOFTWARE DEVELOPER in writing of such default by certified mail, return receipt requested, and the SOFTWARE DEVELOPER fails, within thirty days after receipt thereof, to cure such default.

2.2 On the happening of events of default A. or B. the SOFTWARE USER shall give written Notice to the ESCROW AGENT of that default. The Notice of Default shall be labeled a Notice of Default, shall identify the License Agreement and this Escrow Agreement, shall specify the nature of default, shall identify the source code with reasonable specificity, and shall demand the delivery of a complete copy of the source code to the SOFTWARE USER.

Upon receipt of the Notice of Default and payment corresponding to the Release Request Fee as detailed in Exhibit B, attached hereto and entitled "PRICE SCHEDULE," the ESCROW AGENT shall send a copy of the Notice of Default to the SOFTWARE DEVELOPER by certified or registered mail, return receipt requested. If the SOFTWARE DEVELOPER desires to dispute the Notice of Default, the SOFTWARE DEVELOPER shall, within ten days after receipt thereof, deliver to the ESCROW AGENT a sworn statement stating that in the SOFTWARE DEVELOPER'S view, no default has occurred.

If the ESCROW AGENT does not receive an affidavit from the SOFTWARE DEVELOPER stating that SOFTWARE DEVELOPER does not believe there has been a Default, or if the SOFTWARE DEVELOPER

does not cure its default with respect to non-payment of escrow fees to the ESCROW AGENT, the ESCROW AGENT is authorized and directed to deliver the Source Code to the SOFTWARE USER.

- 2.3 In the event that the ESCROW AGENT becomes insolvent, makes a general assignment for the benefit of creditors, or suffers or permits the appointment of a receiver for its business, where its assets become subject to any proceeding under any insolvency law, domestic or foreign, or has wound up or liquidated its business, the ESCROW AGENT shall notify the SOFTWARE USER of the occurrence and shall send the SOFTWARE DEVELOPER the ESCROW AGENT'S copy of the Source Code and Documentation as defined in section 1.2 A, and under the terms of the bill of sale.

3.0 DISPUTES

- 3.1 If the SOFTWARE DEVELOPER files the affidavit in response to the Notice of Default disputing the existence of any default, the following procedures shall be followed:

- A. The SOFTWARE DEVELOPER and the SOFTWARE USER shall, within five days meet at the offices of the ESCROW AGENT or another mutually agreeable location, each being prepared to negotiate in good faith for a reasonable settlement.
- B. If the dispute cannot be resolved at this meeting, there shall be at least one other meeting during the next five days, which meeting shall be attended by officers of the respective companies and a second attempt made to reach a mutually agreeable settlement.

The ESCROW AGENT shall sit in as a neutral observer in each of these two meetings.

- C. If SOFTWARE DEVELOPER and SOFTWARE USER continue to dispute the occurrence of one of the events of default as specified above, either party may demand that such dispute be resolved by binding arbitration in accordance with this paragraph. Notice of a demand for such arbitration by either party shall be given in writing to the other. Upon such demand, the issues in question shall be determined by arbitrators in accordance with the rules of the American Arbitration Association then prevailing, except as otherwise set forth herein, using one arbitrator selected by SOFTWARE DEVELOPER, one arbitrator selected by SOFTWARE USER, and a third arbitrator selected by the two arbitrators so selected. With respect to any claim so submitted to arbitration, the decision of the arbitrators shall be final and binding on the parties hereto. The place of arbitration shall be in a place

agreed upon in writing by SOFTWARE DEVELOPER and SOFTWARE USER. Arbitration costs hereunder will be borne 50% by SOFTWARE DEVELOPER and 50% by SOFTWARE USER, except that each party shall be responsible for its own expenses (including legal fees) and the costs of any witnesses selected by such party.

Both parties agree that the ESCROW AGENT is directed to act in accordance with the determination of the arbitrators and to be entirely protected from any adverse results of such actions even if a court should later determine their rights differently from the arbitrators or find some fault with the arbitration process.

4.0 PAYMENT AND INDEMNIFICATION OF THE ESCROW AGENT

- 4.1 The ESCROW AGENT shall be entitled to payment for his services in accordance with Exhibit B, attached hereto and entitled "PRICE SCHEDULE." That attachment exhibit shall set forth both the ESCROW AGENT'S fees as escrow agent and also, should the ESCROW AGENT be called upon to conduct meetings and/or to act as arbitrator, the fees for those services as well. SOFTWARE DEVELOPER and the SOFTWARE USER agree that all fees payable to the ESCROW AGENT, under the arbitration arrangement, shall be split equally between them, otherwise each shall pay their respective fees as listed on Exhibit B. In the event that the source code and related documentation is not ready to be deposited with ESCROW AGENT upon date of execution of Escrow Agreement, ESCROW AGENT shall be entitled to payment consisting of one-half of the fees for his services. The remaining fees shall be paid to ESCROW AGENT upon the deposit of the source code and related documentation that is to be deposited for the fulfillment of this Escrow Agreement.

The ESCROW AGENT shall not be obligated or required to examine or inspect the Source Code or any of the additions. The ESCROW AGENT'S obligation shall be limited to providing the same degree of care for the Source Code as he maintains for his valuable documents and those of his customers lodged in the same location.

The ESCROW AGENT shall be protected in acting upon any written notice, request, waiver, consent, receipt, or other paper or document furnished to him not only in assuming its due execution, but also as to the truth of any information contained therein.

5.0 OWNERSHIP OF SOURCE MATERIAL

- 5.1 The legal owner of the tangible medium comprising the escrowed Source Code, but not the Source Code itself nor the documentation and other

information embodied in such tangible medium, shall be ESCROW AGENT as soon as such material is received at ESCROW AGENT at all times until the Source Code is returned to SOFTWARE DEVELOPER, subject only to the claims of SOFTWARE DEVELOPER and SOFTWARE USER herein.

- 5.2 ESCROW AGENT, SOFTWARE DEVELOPER and SOFTWARE USER recognize and acknowledge that ownership of the Source Code itself and any programmer documentation (together with all copyright rights and proprietary rights therein) shall remain with SOFTWARE DEVELOPER at all times.
- 5.3 However the escrowed copy in possession of the ESCROW AGENT shall become the ESCROW AGENT'S property for the payment of \$1.00 to the SOFTWARE DEVELOPER, to be used only for the fulfillment of this agreement between the SOFTWARE DEVELOPER and the SOFTWARE USER.

6.0 TERMINATION

- 6.1 If a copy of the Source Code is delivered to the SOFTWARE USER pursuant to the Notice of Default procedures set forth herein, ESCROW AGENT'S duties with respect to such Source Code shall terminate on the date of such delivery. In the event the Source Code delivered to SOFTWARE USER includes all licensed Programs identified in Form 1.1, this Agreement shall also terminate on the date of such delivery. This Agreement may also be terminated by the SOFTWARE DEVELOPER three (3) months from the date of termination or expiration of the License Agreement. In such an event the SOFTWARE DEVELOPER may obtain the return of the Source Code by furnishing the ESCROW AGENT with a written notice of termination or expiration. Such written notice to ESCROW AGENT must be signed by both SOFTWARE DEVELOPER and SOFTWARE USER.
- 6.2 ESCROW AGENT shall be permitted to terminate this Escrow Agreement and return the Source Code to SOFTWARE DEVELOPER for non-payment of its fee upon providing thirty-days written notice to SOFTWARE USER and SOFTWARE USER'S failure to cure such default.

7.0 GENERAL

- 7.1 Except as provided in this Agreement, ESCROW AGENT agrees that it shall not divulge or disclose or otherwise make available to any third person whatsoever, or make any use whatsoever of the Source Code without the express prior written consent of SOFTWARE DEVELOPER.

- 7.2 ESCROW AGENT shall not, by reason of its execution of this Agreement, assume any responsibility or liability for any transactions between SOFTWARE DEVELOPER and SOFTWARE USER other than for the performance of its obligations with respect to the Source Code held by it in accordance with this Agreement. The party on whose behalf, or pursuant to whose directions ESCROW AGENT acts, shall, indemnify and hold harmless ESCROW AGENT from any and all liability, damage, costs or expenses, including reasonable attorney's fees, which may be sustained or incurred by ESCROW AGENT as a result of taking of such action.
- 7.3 ESCROW AGENT HEREBY DISCLAIMS THE UNIFORM COMMERCIAL CODE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY AND ALL OTHER WARRANTIES OF ANY NATURE OR KIND.
- 7.4 ESCROW AGENT'S liability to SOFTWARE DEVELOPER and SOFTWARE USER shall be limited to the safe return of the Source Code to whichever is entitled to it by agreement between them, or pursuant to Article 2.0 of this Escrow Agreement. In no event shall ESCROW AGENT be liable for consequential or other damages to either SOFTWARE DEVELOPER or SOFTWARE USER. Damages shall be limited to (i) replacement of this Source Code media (e.g., blank tapes, cards or disks) and (ii) the sum of all escrow fees previously paid by SOFTWARE USER and DEVELOPER under the terms of this Escrow Agreement.
- 7.5 This Escrow Agreement shall not be waived, amended, or modified except by written agreement of all of the parties hereto. Any invalidity in whole or in part of any provision of this Escrow Agreement will not affect the validity of any of its other provisions.
- 7.6 All notices required to be given hereunder shall be in writing and shall be given by certified or registered mail, return receipt requested, to the parties at their respective addresses as indicated in this agreement or to such other address that shall be specified in writing in a notice to all of the other parties.
- 7.7 This Escrow Agreement shall be governed by the laws of the State of Ohio.



ACKNOWLEDGED AND ACCEPTED

NATIONAL SOFTWARE ESCROW, INC. ("ESCROW AGENT")

Address: 7005 Mill Road, Brecksville, Ohio 44141

To the Attention of:

By: W. P. Ba. Pres

Title: President

("SOFTWARE DEVELOPER")

Address: E Team, Inc., 7301 Topanga Canyon Blvd., Suite 300, Canoga Park, CA 91303

To the Attention of:

By: Diana Mitchell

Title: Director, Contracts and Administration



September 22, 2005

Vicki Hamilton

VIA FEDEX

Attn: Contract Administrator
National Software Escrow, Inc.
7005 Mill Road
Brecksville, OH 44141

Re: **Software Escrow Agreement No. 6262 dated August 31, 2001**

Dear Contract Administrator:

Reference is made to that certain Software Escrow Agreement dated August 31, 2001, (the "Agreement").

E Team, Inc. ("E Team") has entered into an Asset Purchase Agreement dated August 29, 2005 by and among NC4 Public Sector LLC, a Delaware limited liability corporation ("NC4") and E Team, pursuant to which, upon the satisfaction of all necessary conditions, E Team will sell substantially all of its assets to NC4 (the "Proposed Sale"). The Agreement is one of the assets to be transferred to NC4.

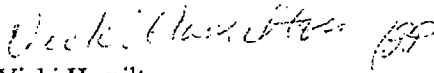
In certain of E Team's contracts, it is explicit that E Team must obtain the other contracting party's consent to the Proposed Sale; in others, the language is such that E Team believes it wise to obtain consent even though it may not actually be required. Accordingly, to insure no interruption or misunderstandings regarding our continued contractual relationship with you, E Team is providing you with this notice of the Proposed Sale and respectfully requests that you indicate your receipt of this notice and your consent to any actual or deemed assignment, change of control or other consequence of the Proposed Sale as to which your consent may be required under the Agreement. By executing below, you waive any and all rights you may have to amend or terminate our Agreement as a result of the Proposed Sale or any rights you may have to remedies or acceleration under the Agreement with respect to the Proposed Sale. This waiver shall also include any and all rights, rights to notice or other procedural requirements set forth in the Agreement.

[Signature Page Follows]

September 22, 2005
Page 2

Please signify your assent to the foregoing by signing the enclosed copy of this letter and returning it via fax to the attention of Vicki Hamilton, Director, Contract Administration and Legal of E Team at (949) 265-9301 with a copy to Frank Martin of Heller Ehrman LLP, the Company counsel, at (650) 324-6081 **no later than Monday, September 26, 2005**. Please return the original enclosed copy of this letter to Vicki Hamilton, 114 Pacifica, Suite 120, Irvine, CA 92618, at your earliest convenience. If you have any questions, please feel free to contact me at (760) 471-9120. Thank you for your assistance in this matter.

Very truly yours,


Vicki Hamilton

AGREED AND
CONSENT GRANTED:

National Software Escrow, Inc.

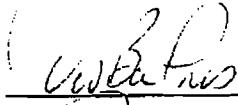
By: 
Name: David P. Baker
Title: President

Exhibit H

TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

**Los Angeles County Office of Emergency Management
OARRS Acceptance Certificate**

Page 1 of 4

Project: OARRS
Deliverable: Subtask 8.2

PROJECT IDENTIFICATION¹

Contract Number and Date:

Contractor Name:

Date of Acceptance Certificate Submitted:

Acceptance Date:

Re-Submission: YES NO

If yes list past Submissions:

Date of Past Rejections	Reason for Rejection

DELIVERABLE INFORMATION (If appropriate, information for multiple Deliverables may be included for approval on a single acceptance form.)

Deliverable # 8.2	Deliverable Date:
Deliverable Name: Perform System Cutover to Production Use	
<u>Deliverable Definition:</u>	
<u>Deliverable Acceptance Criteria:</u>	

Deliverable Definition: A detailed definition of this Deliverable with respect to which Acceptance Certificate is being submitted, as such is described in the Statement of Work and PCD.

Acceptance Criteria: For the Perform System Cutover to Production Use, list the acceptance criteria which must be met in order to achieve such County's Acceptance of such Deliverable, as set forth in the PCD.

CERTIFICATION BY CONTRACTOR:

¹ Capitalized terms used in this Acceptance Certificate have the meanings given to such terms in the Agreement identified by Contract Number and Date above (the "Agreement") or, if not defined therein, in Exhibit B (Statement of Work) to the Agreement (the "Statement of Work").

**Los Angeles County Office of Emergency Management
OARRS Acceptance Certificate**

Page 2 of 4

Project: OARRS

Deliverable: Subtask 8.2

By its signature below, Contractor hereby certifies to County that as of the date of this OARRS Acceptance Certificate, it has satisfied all conditions precedent in the Agreement, including the Exhibits thereto to the completion of the Perform System Cutover to Production Use (the Deliverable) set forth above, including satisfaction of the acceptance criteria applicable to such Deliverable and County's approval of the Work performed in connection with the achievement of such Deliverable. Contractor further represents and warrants that the Work performed in respect of the described Deliverable has been completed in accordance with the Exhibit B (Statement of Work). Attached hereto is a copy of all supporting documentation required pursuant to the Agreement and Exhibit B (Statement of Work), including any additional documentation reasonably requested by County.

Contractor: _____
Contractor Project Director

Date: _____

**Los Angeles County Office of Emergency Management
OARRS Acceptance Certificate**

Page 3 of 4

Project: OARRS
Deliverable: Subtask 8.2

COUNTY REVIEWER INFORMATION

Reviewer 1

Reviewer Name: Dept: Role:

Deliverable Name:

Recommended Action: Approve Reject

Reviewer Comments:

Reviewer Signature: _____ Date: _____

Reviewer 2

Reviewer Name: Dept: Role:

Deliverable Name:

Recommended Action: Approve Reject

Reviewer Comments:

Reviewer Signature: _____ Date: _____

**Los Angeles County Office of Emergency Management
OARRS Acceptance Certificate**

Page 4 of 4

Project: OARRS
Deliverable: Subtask 8.2

COUNTY APPROVER INFORMATION

Approver Name: _____ Role: County Project Director

Deliverable Name: _____

Action: ☐ Approve ☐ Reject

Approver Comments: _____

Approver Signature: _____ Date: _____
County Project Director

Exhibit I, J, K

INTENTIONALLY OMITTED

Exhibit L

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or
 6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Exhibit M

INTENTIONALLY OMITTED

Exhibit N

IRS NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2007)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2007 are less than \$39,783 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2008.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2007 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2007 and owes no tax but is eligible for a credit of \$825, he or she must file a 2007 tax return to get the \$825 refund.

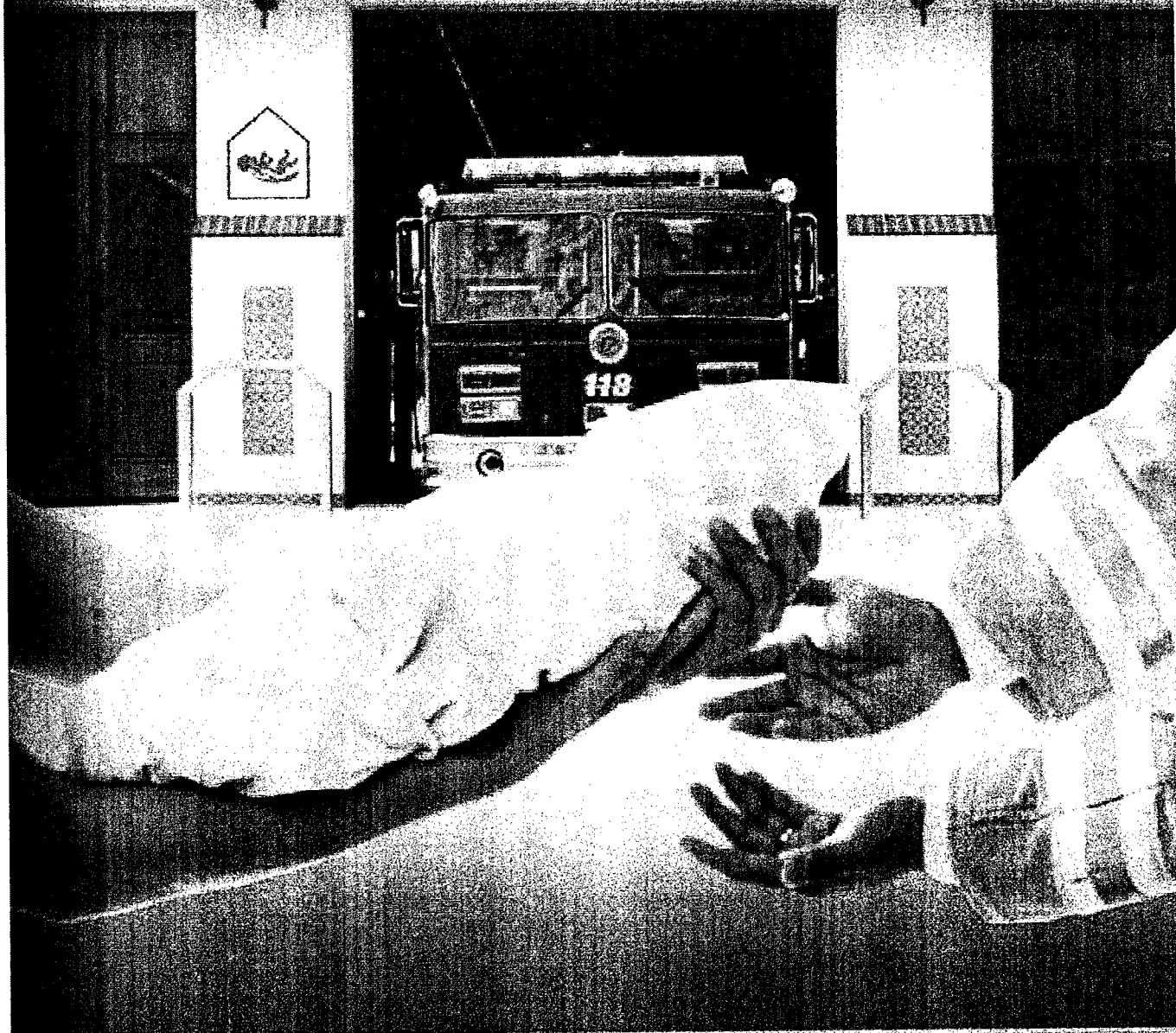
How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Exhibit O

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE or 1-877-222-5713

www.babysafe.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

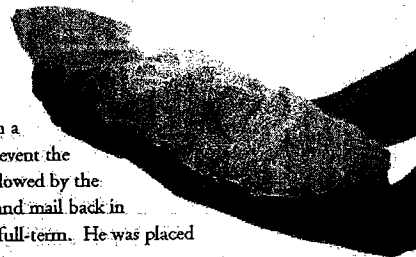
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

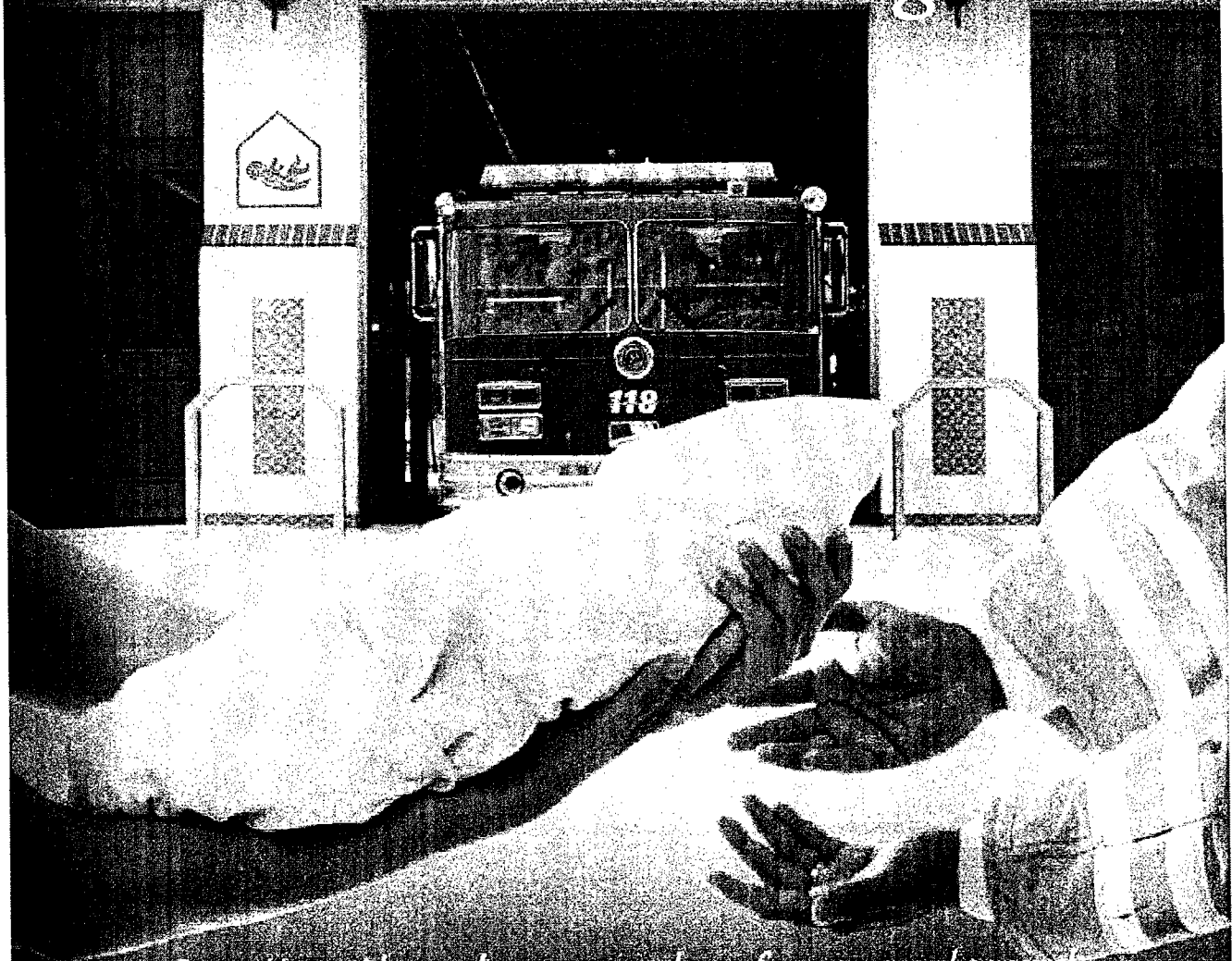
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Angeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9123

www.babysafeLA.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmelo que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe.org

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés Sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Exhibit P, Q

INTENTIONALLY OMITTED

Exhibit R, S

INCORPORATED BY REFERENCE